

INSTITUTE CARGO CLAUSES (A) (A001)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE CARGO CLAUSES (A)

1/1/82

RISKS COVERED

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| 1 | This insurance covers all risk of loss of or damage to the subject-matter insured except as provided in clause 4, 5, 6 and 7 below. | Risks
Clause |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. | General
Average
Clause |
| 3 | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to
Blame
Collision"
Clause |

EXCLUSIONS

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| 4 | In no case shall this insurance cover | General
Exclusions
Clause |
| | 4.1 loss damage or expense attributable to willful misconduct of the Assured | |
| | 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| | 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| | 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| | 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| | 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charters or operators of the vessel | |
| | 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 5 | 5.1 In no case shall this insurance cover loss damage or expense arising from
unseaworthiness of vessel or craft,
unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness
and Unfitness
Exclusion
Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6 | In no case shall this insurance cover loss damage or expense caused by | War
Exclusion
Clause |
| | 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| | 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat | |
| | 6.3 derelict mines torpedo bombs or other derelict weapons of war. | |
| 7 | In no case shall this insurance cover loss damage or expense | Strikes
Exclusion
Clause |
| | 7.1 Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| | 7.2 Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions | |
| | 7.3 Caused by any terrorist or any person acting from a political motive. | |

DURATION

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| 8 | 8.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit
Clause |
| | 8.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein, | |
| | 8.1.2 on delivery to any other warehouse, premises place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| | 8.1.2.1 for storage other than in the ordinary course of transit or | |
| | 8.1.2.2 for allocation or distribution, | |
| | or | |
| | 8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel at the final port of discharge, | |

	Whichever shall first occur.	
8.2	If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the assured, any deviation, forced discharge, reshipment or transshipments and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
9.1	until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,	
	or	
9.2	if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> .	Change of Transit Clause
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	14.2 Where this insurance is on Increased value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amount insured under all other insurances.	
BENEFIT OF INSURANCE		
15	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
16	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and	
	16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised	
	and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
17	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY		
18	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch

LAW AND PRACTICE

19 This insurance is subject to English law and practice.

Clause

English Law
And Practice
Clause

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

<p>9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or</p> <p>9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>	<p>Termination of Contract of Carriage Clause</p>
<p>10. Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i></p>	<p>Change of Voyage Clause</p>
CLAIMS	
<p>11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p>	<p>Insurable Interest Clause</p>
<p>12. Where, as a result of the operation of a risk covered by this insurance the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.</p>	<p>Forwarding Charges Clause</p>
<p>13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p>	<p>Constructive Total Loss Clause</p>
<p>14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. 14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p>Increased Value Clause</p>
BENEFIT OF INSURANCE	
<p>15. This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
MINIMISING LOSSES	
<p>16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>	<p>Duty of Assured Clause</p>
<p>17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>	<p>Waiver Clause</p>
AVOIDANCE OF DELAY	
<p>18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
LAW AND PRACTICE	
<p>19. This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE CARGO CLAUSES (C) (A003)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE CARGO CLAUSES (C)

1/1/82

RISKS COVERED

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| <p>1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress,</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison.</p> | <p>Risks
Clause</p> |
| <p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> | <p>General
Average
Clause</p> |
| <p>3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p> | <p>"Both to
Blame
Collision"
Clause</p> |

EXCLUSIONS

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| <p>4. In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons</p> <p>4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> | <p>General
Exclusions
Clause</p> |
| <p>5. 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p> | <p>Unseaworthiness
and Unfitness
Exclusion
Clause</p> |
| <p>6. In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> | <p>War
Exclusion
Clause</p> |
| <p>7. In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>Strikes
Exclusion
Clause</p> |

DURATION

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| <p>8. 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p>8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either</p> <p>8.1.2.1 for storage other than in the ordinary course of transit or</p> <p>8.1.2.2 for allocation or distribution,</p> <p>or</p> <p>8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.</p> <p>8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the</p> | <p>Transit
Clause</p> |
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	goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9.	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i>	Termination of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
9.2	if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10.	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
CLAIMS		
11.11.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
11.2	Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12.	Where, as a result of the operation of a risk covered by this insurance the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13.	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14.14.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
14.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	
	In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
15.	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
16.	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Duty of Assured Clause
17.	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY		
18.	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
19.	This insurance is subject to English law and practice.	English Law And Practice Clause

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (ALL RISKS) (A004)

96.09.14(96)新產精發字第 960527 號函備查

1/1/63

INSTITUTE CARGO CLAUSES (ALL RISKS)

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| <p>1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery</p> <p>(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy</p> <p>(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either</p> <p>(i) for storage other than in the ordinary course of transit</p> <p>or</p> <p>(ii) for allocation or distribution,</p> <p>or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.</p> <p>If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> <p>This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p> | <p>Transit Clause
(in-Corporating
warehouse to
warehouse Clause)</p> |
| <p>2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either</p> <p>(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,</p> <p>or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.</p> | <p>Termination
of Adventure
Clause</p> |
| <p>3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.</p> | <p>Craft, & c.
Clause
Change of
Voyage Clause</p> |
| <p>4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.</p> | <p>All Risks
Clause</p> |
| <p>5. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.</p> | <p>Constructive
Total Loss
Clause
G.A. Clause</p> |
| <p>6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.</p> | <p>Seaworthiness
Admitted Clause</p> |
| <p>7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.</p> | <p>Bailee
Clause</p> |
| <p>8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the assured.</p> | <p>Not to Inure
Clause</p> |
| <p>9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.</p> | <p>"Both to Blame
Collision" Clause</p> |
| <p>10. This insurance shall not inure to the benefit of the carrier or other bailee.</p> | <p>F.C. & S.
Clause</p> |
| <p>11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p> | <p>F.S.R. & C.C.
Clause</p> |
| <p>12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.</p> <p>Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.</p> <p>Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.</p> | <p>Reasonable
Despatch
Clause</p> |
| <p>13. Warranted free of loss or damage</p> <p>(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;</p> <p>(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.</p> <p>Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.</p> | <p>Reasonable
Despatch
Clause</p> |
| <p>14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> | <p>Reasonable
Despatch
Clause</p> |

NOTE.- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (WA) (A005)

96.09.14(96)新產精發字第 960527 號函備查

1/1/63

INSTITUTE CARGO CLAUSES (WA)

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| <p>1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery</p> <p>(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy</p> <p>(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either</p> <p>(i) for storage other than in the ordinary course of transit</p> <p>or</p> <p>(ii) for allocation or distribution,</p> <p>or (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.</p> <p>If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> <p>This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p> | <p>Transit Clause
(In-Corporating
warehouse to
warehouse Clause)</p> |
| <p>2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either</p> <p>(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,</p> <p>or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.</p> | <p>Termination
of Adventure
Clause</p> |
| <p>3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.</p> | <p>Craft, & c.
Clause
Change of
Voyage Clause</p> |
| <p>4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.</p> | <p>Average
Clause</p> |
| <p>5. Warranted free from average under the percentage specified in the policy, unless general, or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be totally lost in loading, transshipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress. This Clause shall operate during the whole period covered by the policy.</p> | <p>Constructive
Total Loss
Clause.
G.A. Clause</p> |
| <p>6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.</p> | <p>Seaworthiness
Admitted Clause</p> |
| <p>7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.</p> | <p>Bailee
Clause</p> |
| <p>8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the assured.</p> | <p>Not to Insure
Clause</p> |
| <p>9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.</p> | <p>"Both to Blame
Collision" Clause</p> |
| <p>10. This insurance shall not inure to the benefit of the carrier or other bailee.</p> | <p>F.C. & S.
Clause</p> |
| <p>11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p> | <p>F.S.R. & C.C.
Clause</p> |
| <p>12. Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.</p> <p>Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.</p> <p>Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.</p> | <p>Reasonable
Despatch
Clause</p> |
| <p>13. Warranted free of loss or damage</p> <p>(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;</p> <p>(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.</p> <p>Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.</p> | <p>NOTE.- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.</p> |



地址：台北市104建國北路二段15號 電話：(02)2507-5335
 免費申訴電話：0800-005-588 理賠專線：0800-789-999
 要保人可透過本公司網站<http://www.skinsurance.com.tw>
 或至總公司、分公司及通訊處查閱資訊公開說明文件。

INSTITUTE CARGO CLAUSES (FPA) (A006)

96.09.14(96)新產精發字第 960527 號函備查

1/1/63

INSTITUTE CARGO CLAUSES (FPA)

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| <p>1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery</p> <p>(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy</p> <p>(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use</p> <p>either</p> <p>(i) for storage other than in the ordinary course of transit</p> <p>or</p> <p>(ii) for allocation or distribution,</p> <p>or (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.</p> <p>If, after discharge overseas from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> <p>This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p> | <p>Transit Clause
(In-Corporating
warehouse to
warehouse Clause)</p> |
| <p>2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either</p> <p>(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,</p> <p>or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.</p> | <p>Termination
of Adventure
Clause</p> |
| <p>3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.</p> | <p>Craft, & c.
Clause
Change of
Voyage Clause</p> |
| <p>4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.</p> | <p>F.P.A. Clause</p> |
| <p>5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transshipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses(W.A.) attached.</p> <p>This Clause shall operate during the whole period covered by the policy.</p> | <p>Constructive
Total Loss
Clause.
G.A. Clause</p> |
| <p>6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.</p> | <p>Seaworthiness
Admitted Clause</p> |
| <p>7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.</p> | <p>Bailee
Clause</p> |
| <p>8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the assured.</p> | <p>Not to Inure
Clause</p> |
| <p>9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.</p> | <p>"Both to Blame
Collision" Clause</p> |
| <p>10. This insurance shall not inure to the benefit of the carrier or other bailee.</p> | <p>F.C. & S.
Clause</p> |
| <p>11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p> | <p>F.S.R. & C.C.
Clause</p> |
| <p>12. Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.</p> <p>Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.</p> <p>Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.</p> | <p>Reasonable
Despatch
Clause</p> |
| <p>13. Warranted free of loss or damage</p> <p>(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;</p> <p>(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.</p> <p>Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.</p> | <p>NOTE.- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.</p> |
| <p>14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> | |



地址：台北市104建國北路二段15號 電話：(02)2507-5335
 免費申訴電話：0800-005-588 理賠專線：0800-789-999
 要保人可透過本公司網站<http://www.skinsurance.com.tw>
 或至總公司、分公司及通訊處查閱資訊公開說明文件。

INSTITUTE CARGO CLAUSES (AIR) (A007)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post)

1/1/82

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below.

Risks
Clause

EXCLUSIONS

2. In no case shall this insurance cover
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container of liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. In no case shall this insurance cover loss damage or expense caused by
- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 3.3 derelict mines torpedoes bombs or other derelict weapons of war.
4. In no case shall this insurance cover loss damage or expense
- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5. 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
 - 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit or
 - 5.1.2.2 for allocation or distribution
 - 5.1.3 or on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
 - or
 - 6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss
- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
9. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.
10. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

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| 11. | 11.1 | If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. | Increased Value Clause |
| | and | In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. | |
| | 11.2 | Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. | |

BENEFIT OF INSURANCE

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| 12. | This insurance shall not inure to the benefit of the carrier or other bailee. | Not to Inure Clause |
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MINIMISING LOSSES

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| 13. | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of Assured Clause |
| | 13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and | |
| | 13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. | |
| 14. | Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. | Waiver Clause |

AVOIDANCE OF DELAY

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| 15. | It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. | Reasonable Despatch Clause |
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LAW AND PRACTICE

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| 16. | This insurance is subject to English law and practice. | English Law & Practice Clause |
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NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*



地址：台北市104建國北路二段15號 電話：(02)2507-5335
 免費申訴電話：0800-005-588 理賠專線：0800-789-999
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INSTITUTE WAR CLAUSES (CARGO) (A008)

96.09.14(96)新產精發字第 960527 號函備查

1/1/82

INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

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| <p>1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by</p> <p>1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat</p> <p>1.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> | <p>Risks
Clause</p> |
| <p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.</p> | <p>General
Average
Clause</p> |

EXCLUSIONS

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|--|---|
| <p>3. In no case shall this insurance cover</p> <p>3.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</p> <p>3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>3.7 any claim based upon loss of or frustration of the voyage or adventure</p> <p>3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> | <p>General
Exclusions
Clause</p> |
| <p>4. 4.1 In no case shall this insurance cover loss damage or expense arising from
 unseaworthiness of vessel or craft,
 unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
 where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p> | <p>Unseaworthiness
And Unfitness
Exclusion
Clause</p> |

DURATION

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|---|---------------------------|
| <p>5. 5.1 This insurance</p> <p>5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
and</p> <p>5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
whichever shall first occur;
nevertheless,
<i>subject to prompt notice to the Underwriters and to an additional premium</i>, such insurance</p> <p>5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
and</p> <p>5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
whichever shall first occur.</p> <p>5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2</p> <p>5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,
or</p> <p>5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.</p> <p>5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then, <i>provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium</i>, such insurance reattaches</p> <p>5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;</p> <p>5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.</p> <p>5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.</p> | <p>Transit
Clause</p> |
|---|---------------------------|

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

6. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* Change of Voyage Clause

7. **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimising such loss, and Duty of Assured Clause

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

LAW AND PRACTICE

14. This insurance is subject to English law and practice. English Law & Practice Clause

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE WAR CLAUSES (CARGO)2 (A009)

96.09.14(96)新產精發字第 960527 號函

備查

11/3/80

INSTITUTE WAR CLAUSES (CARGO)

1. This insurance covers
 - 1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or piracy."
 - 1.2 loss of or damage to the interest insured caused by
 - 1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom
 - 1.2.2 mines, torpedoes, bombs or other engines of war
 - 1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.
 2. This insurance excludes
 - 2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detentions of Kings Princes Peoples Usurpers or persons attempting to usurp power
 - 2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio-active force or matter
 - 2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein
 - 2.4 loss or damage proximately caused by delay inherent vice or loss of market, or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.
 3. Claims recoverable shall be payable irrespective of percentage.
 4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,
 - 4.1 attaches only as the interest insured and as to any part as that part is loaded on an oversea vessel and
 - 4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;
nevertheless,
subject to prompt notice to the Underwriters and to an additional premium, such insurance.
 - 4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails there from, and
 - 4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
 - 4.5 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another oversea vessel, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying oversea vessel. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge.
If the insurance reattaches, it thereafter terminates in accordance with 4.2.
 - 4.6 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
 - 4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying oversea vessel for the voyage;
 - 4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge;
thereafter such insurance terminates in accordance with 4.4.
- (For the purpose of Clause 4
"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge)
5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,
 - 5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and
 - 5.2 terminates either
 - 5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage

agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein; nevertheless, subject to prompt notice to the Underwriters and to an additional premium if required, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overseaside of the interest from an overseas vessel at such port or place, whichever shall first occur.

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, subject to prompt notice to the Underwriters and to an additional premium, such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel)

6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.
7. Subject to prompt notice to the Underwriters and to an additional premium, the interest is held covered within the provisions of these clauses in the case of
 - 7.1 change of or deviation from the voyage
 - 7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.
8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
免費申訴電話：0800-005-588 理賠專線：0800-789-999
要保人可透過本公司網站<http://www.skinsurance.com.tw>
或至總公司、分公司及通訊處查閱資訊公開說明文件。

INSTITUTE WAR CLAUSES (AIR CARGO) (A010)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post)

1/1/82

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

Risks
Clause

EXCLUSIONS

2. In no case shall this insurance cover
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness or aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 any claim based upon loss of or frustration of the voyage or adventure
 - 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

General
Exclusions
Clause

DURATION

3. This insurance
- 3.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
 - 3.1.1 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or
 - 3.1.2 on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
 - 3.1.3 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or
 - 3.1.4 on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
 - 3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2
 - 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or
 - 3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
 - 3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches
 - 3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
 - 3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- thereafter such insurance terminates in accordance with 3.1.4.
Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.

Transit
Clause

(For the purpose of Clause 3)

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* Change of Transit Clause
5. **Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause
- 7.2 In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

8. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. Duty of Assured Clause
10. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

11. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

LAW AND PRACTICE

12. This insurance is subject to English law and practice. English Law & Practice Clause

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (CARGO) (A011)

96.09.14(96)新產精發字第 960527 號函備查

1/1/82

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

- | | |
|---|------------------------|
| 1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by | Risks Clause |
| 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 1.2 any terrorist or any person acting from a political motive. | |
| 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General Average Clause |

EXCLUSIONS

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| 3. In no case shall this insurance cover | |
| 3.1 loss damage or expense attributable to wilful misconduct of the Assured | |
| 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion | |
| 3.8 any claim based upon loss of or frustration of the voyage or adventure | |
| 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter | |
| 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. | |
| 4. 4.1 In no case shall this insurance cover loss damage or expense arising from | |
| unseaworthiness of vessel or craft, | |
| unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, | |
| where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded wherein. | |
| 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | Unseaworthiness and Unfitness Exclusion Clause |

DURATION

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| 5. 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit Clause |
| 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| 5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| 5.1.2.1 for storage other than in the ordinary course of transit or | |
| 5.1.2.2 for allocation or distribution, | |
| or | |
| 5.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur. | |
| 5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. | |
| 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipping or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. | |
| 6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either | Termination of Contract of Carriage Clause |
| 6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, | |
| or | |
| 6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above. | |
| 7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. | Change of Voyage Clause |

CLAIMS

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| 8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. | Insurable Interest Clause |
| 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. | |
| 9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. | Increased Value Clause |
| In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. | |
| 9.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. | |

BENEFIT OF INSURANCE

10. This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure
Clause

MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and
reasonably incurred in pursuance of these duties.

Duty of
Assured
Clause

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be
considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver
Clause

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable
Despatch
Clause

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

English Law
and Practice
Clause

NOTE:-*It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES (A012)

96.09.14(96)新產精發字第 960527 號函備查

1/1/63

INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This insurance covers loss of or damage to the property hereby insured caused by
 - (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - (b) persons acting maliciously.
2. Warranted free of
 - i) (loss or damage proximately caused by
 - (a) delay, inherent vice or nature of the property hereby insured;
 - (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock out, labour disturbance, riot or civil commotion;
 - (i any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974;
 - (ii loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom.
3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
 - (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
 - (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either
 - (i) for storage other than in the ordinary course of transit
 - or
 - (ii) for allocation or distribution,
 - or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either
 - (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,
 - or if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy
 - (ii) or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.
6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.
7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.
8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

NOTE --- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.*



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INSTITUTE STRIKES CLAUSES (AIR CARGO) (A013)

96.09.14(96)新產精發字第 960527 號函備查

1/1/82

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any terrorist or any person acting from a political motive.

Risks
Clause

EXCLUSIONS

2. In no case shall this insurance cover
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 2.9 any claim based upon loss of or frustration of the voyage or adventure
 - 2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

General
Exclusions
Clause

DURATION

3. 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
 - 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 3.1.2.1 for storage other than in the ordinary course of transit or
 - 3.1.2.2 for allocation or distribution,
 - 3.1.3 or on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.3 This insurance shall remain in force (subject to the termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
 - 4.2 or if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Transit
Clause

Termination
of Contract
of Carriage
Clause

Change of
Transit
Clause

CLAIMS

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 7.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Insurable
Interest
Clause

Increased
Value
Clause

BENEFIT OF INSURANCE

8. This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure
Clause

MINIMISING LOSSES

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
- 9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
10. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- Duty of Assured Clause
Waiver Clause

AVOIDANCE OF DELAY

11. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
- Reasonable Despatch Clause

LAW AND PRACTICE

12. This insurance is subject to English law and practice.
- English Law and Practice Clause

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*



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INSTITUTE CLASSIFICATION CLAUSE (A014)

96.09.14(96)新產精發字第 960527 號函備查

01/01/2001

INSTITUTE CLASSIFICATION CLAUSE

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
 - 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS), or
 - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.
Bulk or combination carrier over 10 years of age or other vessels over 15 years of age unless they:
 - 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
 - 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3. The requirements of this clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

6. This insurance is subject to English law and practice.

For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk



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INSTITUTE WAR CANCELLATION CLAUSE (CARGO) (A015)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

1/12/82

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.



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INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (A016)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

TERMINATION OF TRANSIT CLAUSE (TERRORISM) (A017)

96.09.14(96)新產精發字第 960527 號函備查

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either

1.1 As per the transit clauses contained within the policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge.

Whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to English law and practice.

運送終止條款（恐怖主義行為）

本條款與本保單任何內容有不一致時，本條款將視為最重要且優先於原條款適用之。

1. 儘管本保單或其相關條款有任何相反規定，茲經雙方同意，本保險以限制條件承保於正常運輸途中由恐怖份子或任何人基於政治動機採取行動而造成標的物之毀損或滅失，而在下列任何一種情況下，視為終止：
 - 1.1 依照保單運輸條款中所規定者，
 - 或
 - 1.2 至本保單所載明之目的地之受貨人或其他最終倉庫或儲存處所時，
 - 1.3 至本保單所載明之目的地或中途之任何其他倉庫或儲存處所而為被保險人用來作為正常運輸過程以外之儲存或分配或分送或
 - 1.4 若以海上運送，至承保標的物自海輪在最終卸貨港完成卸載後屆滿六十天，
 - 1.5 若以空運運送，至承保標的物自飛機在最終卸貨地點完成卸載後屆滿三十天，上述情況以先發生者為準。
2. 如果本保單或其中相關條款於正常運輸途中提供承保，特別是內陸運送或相關運輸方式後之貯藏或依上述規定終止時，本保險將重新復效或繼續有效，仍依第1條條款而終止。
3. 本條款悉依照英國法律及實務慣例辦理。



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COMPUTER MILLENNIUM CLAUSE (CARGO)-WITH NAMED PERIL EXTENSION (A018)

96.09.14(96)新產精發字第 960527 號函備查

COMPUTER MILLENNIUM CLAUSE (CARGO) – WITH NAMED PERIL EXTENSION

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

This exclusion does not apply to:

1. claims for loss of or damage to the subject matter insured reasonably attributable to
 - (i) fire or explosion
 - (ii) vessel or craft being stranded grounded sunk or capsized
 - (iii) overturning or derailment of land conveyance
 - (iv) collision or contact of vessel craft aircraft or conveyance with any external object other than water
 - (v) total loss of aircraft in flight
 - (vi) discharge of cargo at a port of distress
 - (vii) total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel craft or aircraft.
 - (viii) general average sacrifice
 - (ix) jettison or washing overboard
 - (x) entry of sea lake or river water into vessel craft hold conveyance liftvan or place of storage.
2. General average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded elsewhere in this insurance.

Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.

96.12.26(96)新產精發字第 960997 號函備查

Accumulation Clause

The limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the oversea vessel or conveyance at the port or place of discharge provided always that any accumulation of interests beyond such limits of liability shall have arisen in the ordinary course of transit from circumstances beyond the control of the Assured.

Should there be any other accumulation of interests beyond such limits of liability by reason of interruption of transit and/or other circumstances beyond the control of the Assured, Underwriters shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable hereunder for more than double the limits of liability expressed herein.



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96.12.26(96)新產精發字第 960997 號函備查

Accumulation Clause

Should there be an accumulation of interest beyond the limits expressed in this Contract by reason of any interruption of transit and/or occurrence beyond the control of the Assured, or by reason of any casualty and/or at a transshipping point and/or in any one vessel or conveyance or in any one place, then, provided notice is given to the Underwriters as soon as known to the Assured, the Underwriters shall be liable for the full amount at risk, but in no events shall they be liable for more than twice the Contract limit.

96.12.26(96)新產精發字第 960997 號函備查

Accumulation Clause—Twice/Double

The vessel and conveyance limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the oversea vessel or conveyance at the port or place of discharge provided always the accumulation of interests beyond such limits of liability shall have arisen in the ordinary course of transit from circumstances beyond the control of the Assured.

Any other accumulation of interests beyond the transit limits of liability expressed herein by reason of transit interruption and/or other circumstances beyond the control of the Assured, Underwriters shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable for the full amount at risk but in no event shall Underwriters be liable hereunder for more than twice/double the transit limits of liability expressed herein.



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96.12.26(96)新產精發字第 960997 號函備查

Adjusted Claim Clause

Loss, if any, payable as provided herein within 15 days after filing proof-of-loss of adjustment claims.



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96.12.26(96)新產精發字第 960997 號函備查

Adjusted Claim Clause Small Claims Clause

It is hereby declared and agreed that the survey is not required for minor claims under the amount of US\$1,000 or its equivalent in other currency per occurrence are subject to the following conditions being complying with:

1. Notice of loss should be given to the insurer in writing within 15 day(s) after the insured voyage terminates and the concealed damage clause applied.
2. The assured shall provide the insurer with relevant document and photos to substantiate the claims.



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AIR CARGO CLAUSES (A024)

96.09.14(96)新產精發字第 960527 號函備查

AIR CARGO CLAUSES

Risk to commence from time of the interest hereby insured is received at the office of the Aviation Company and to continue until delivery of the said interest by the Aviation Company but in any case not to later than **30** days after arrival at destination.

In case of loss, claim in the form of an affidavit must be immediately filed against the Aviation Company and a copy thereof and of the reply thereto must accompany any claim presented under this policy.

Excluding any particular average loss.

Excluding any loss or damage arising from delay or inherent vices.

Excluding loss due to changes of atmospheric temperature or pressure.

紅色字體可修改

96.12.26(96)新產精發字第 960997 號函備查

Airfreight Replacement Clause

Subject to conditions of the Institute Replacement Clause but in the event of replacement part(s) being forwarded by Air, Underwriters agree to pay airfreight charges incurred. Also to include, where necessary, the cost of airfreighting a complete replacement machine.

Underwriters' liability in respect of airfreight costs shall be limited to 10% of the insured value of the original machine.



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96.12.26(96)新產精發字第 960997 號函備查

Airfreight Replacement Clause

In the event of loss of or damage to the goods Underwriters are to pay the cost of air-freighting the damaged parts to manufacturers for repair and return, or the air-freighting of replacement parts from manufacturers and/or suppliers to destination. Notwithstanding that the goods lost or damaged were not originally dispatched by air freight.



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ARBITRATION CLAUSE (A027)

96.12.26(96)新產精發字第 960997 號函備查

Arbitration Clause

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) each difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provision in that behalf for the time being in force. Where any difference is, by this Condition, to be referred to arbitration the making of an award shall be a condition precedent to any right of action otherwise against the Insurers.

AIR CLAUSE (F. P. A.) (A028)

96.12.26(96)新產精發字第 960997 號函備查

Air Clause (F.P.A.)

This insurance shall commence from the time the receipt of the Aviation Company is issued, covering only the fire risk in the premises of the Aviation Company, including loss/damage to the goods as a result of fire, collision or crashing suffered by the carrying airplane whilst in flight.

The risk of breakage shall be excluded unless occasioned by accident as above.

Any loss/damage arising from delay or inherent vices shall be excluded.



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AGREEMENT OF CO-INSURANCE (A029)

96.12.26(96)新產精發字第 960997 號函備查

Agreement of Co-Insurance

The subscription hereto of the Co-Insurers is as mentioned below, and the Co-Insurer(s), each for itself and not one for the others, are severally and independently liable only for the amount or proportion of any loss or damage recoverable hereunder as their respective subscription hereto bears to the total amount insured and shall in no event be responsible for the liability of the other Co-Insurer(s).

_____ Insurance Co., Ltd.	___%
_____ Insurance Co., Ltd.	___%
_____ Insurance Co., Ltd.	___%

The Co-Insurer(s) hereby appoint the Shinkong Insurance Co., Ltd. as a representative company (herein after referred to as "the Leader") who shall attend to the negotiation with the Assured in all matters regarding this Policy.

The Shinkong Insurance Co., Ltd. shall act as Leader on behalf of the above-mentioned Co-Insurer(s) in the adjustment and settlement of any loss or damage. Any claim adjusted and settled by the Leader shall be followed by the Co-Insurer(s). In witness whereof this agreement of Co-Insurance has been signed for and on behalf of.

APPRAISAL CLAUSE (A030)

96.12.26(96)新產精發字第 960997 號函備查

Appraisal Clause

If the Assured and Assurers fail to agree as to the amount of loss, each, on the written demand of the other, made within _____ days after receipt of proof of loss by the Assurers, shall select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place.

The appraisers shall first select a competent and disinterested umpire, and failing for _____ days to agree, then, on the request of the Assured or the Assurers, such umpire shall be selected by a judge of a court of record in Taiwan, R.O.C. in which such appraisal is pending.

The appraisers shall then appraise the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Assured and the Assurers shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Clauses shall apply to risks attaching subsequent to the date of expire of the said notice.

AUTOMATIC CAPITAL ADDITIONS CLAUSE (A031)

96.12.26(96)新產精發字第 960997 號函備查

Automatic Capital Additions Clause

The insurance hereby extends to cover alterations additions and improvements (but not appreciation in value in excess of the sums insured) to property insured except stock/inventory for an amount not exceeding _____ % of the sum insured for the said items hereby in the aggregate on the whole policy whichever shall be the lesser amount.

In consideration of which the insured agrees to advise the insurer every month / quarter of such alteration, additions and improvements and to pay the appropriate additional premium thereon.



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AUTOMATIC COVER CLAUSE (A032)

96.12.26(96)新產精發字第 960997 號函備查

Automatic Cover Clause

This open policy automatically covers all shipments and/or sendings of approved cargo made by assured.

AUTOMATIC COVER CLAUSE2 (A033)

96.12.26(96)新產精發字第 960997 號函備查

Automatic Cover Clause2 **(IMPORTS/EXPORTS & INLAND TRANSIT)**

This Open Policy automatically covers all shipments and/or sendings of approved cargo consigned to the Assured and/or consignee whenever the Insured has an insurable interest at the time of loss, but excluding the shipments and/or sendings which are also insure by other marine insurance policy.

BRANDS CLAUSE (A034)

96.12.26(96)新產精發字第 960997 號函備查

Brands Clause

Notwithstanding anything contained herein to the contrary the Underwriters agree not to sell or otherwise dispose of salvaged branded goods without the prior consent of the Assured. In the event of the Assured declining to give such consent the Assured shall retain possession of such salvaged branded goods and their reasonable salvage value shall be deducted from the amount of any claim for loss or damage that would otherwise be payable.

BRAND AND LABEL CLAUSE (A035)

96.12.26(96)新產精發字第 960997 號函備查

Brand and Label Clause

In case of damage to subject matter insured bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the manufacture of insured, the salvage value of such damage property shall be determined after removal in the customary manner (at the insurer's expense) of all such brands or trademark or other identifying characteristics.

BRAND AND LABEL CLAUSE2 (A036)

96.12.26(96)新產精發字第 960997 號函備查

Brand and Label Clause2

In the event of a claim resulting in damage to labels or wrappers only, Insurers liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall Insurers be liable for more than the insured value of the damaged merchandise.

BULK OIL CLAUSES – GUARANTEED OUT-TURN (A037)

96.12.26(96)新產精發字第 960997 號函備查

Bulk Oil Clauses–Guaranteed Out-Turn

- 1) Against all risks of physical loss or damage from any external cause (excepting risks excluded by the F.C. & S. and Strikes, Riots, Civil Commotions and Malicious Damage warranties unless covered elsewhere herein), including contamination howsoever arising irrespective of percentage.
- 2) In the event of claim for leakage and/or shortage the difference between the quantity loaded as evidenced by the Bill of Lading and the quantity discharged determined by the out-turn survey report shall be accepted as sufficient evidence of insured loss but claims subject to a deductible of _____ percent (___%) unless caused by stranding, sinking, burning, fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water or explosion in which event there shall be no deduction for normal shortage.
- 3) Warranted by the Assured that ship's tanks be cleaned, tested and approved prior to loading of cargo and a certificate therefore be given by a surveyor approved by these Assurers at port of loading.
This Clause not to apply in respect of shipments of crude oil.
Warranted the cargo shall be analyzed (not to apply to crude oil), gauged and/or weighted and temperatures of cargo shall be taken and certificate issued in accordance therewith.
- 4) In the event of cargo insured being intended for loading or discharge into tank barges, lighters or tank cars for conveyance to/from shore tanks, warranted by the Assured that prior to loading into such conveyance, a certificate that same has been approved shall be obtained from a surveyor approved by these Assurers.
- 5) Surveyor approved by these Assurers shall be notified and a survey made of the tanks prior to discharge for purpose of taking temperature of cargo at time of discharge and for the general purposes of checking, gauging or measurement of the out-turn of the cargo from tanks.
CLAIM AGENTS OF THESE ASSURERS ARE AUTHORISED TO APPROVE SURVEYORS.
- 6) Should the surveyor issue a certificate showing a difference in weight, the amount of such difference shall be determined by comparison of the survey at port of loading and the report of survey at discharge, which surveys shall be considered as final.
- 7) If a claim is to be filed for contamination, then in order to ascertain the measure of damage through contamination as provided for herein, test or tests shall be made by a chemist approved by this Company.
With respect of such contamination losses. Underwriters shall be liable for

the actual cost of re-conditioning including all expenses incidental thereto which are necessary to bring the cargo back to its original condition, less, however, the normal expenses of refining in cases where the cargo was intended for refining. Underwriters are also to pay for loss in weight and depreciation on such part of the cargo which could not be brought back to its original condition. All such losses are payable irrespective of percentage.

8) All surveys and chemical analysis to be at the expense of the Assured except that in the event of loss, the Assurers shall be liable only for the enhancement of the cost of surveys and/or analysis to determine the amount of the claim.

9) In the event surveys are not conducted as required in Clauses Nos. 3,4 and 5, this insurance is subject to the terms and conditions of "Bulk Oil Clauses" SP13C.

BUYERS/SELLERS CONTINGENCY INTEREST (A038)

96.12.26(96)新產精發字第 960997 號函備查

Buyers / Sellers Contingency Interest

Interest sold by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect payment for lost or damaged interest provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance. Interest purchased by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect claim for lost or damaged interest from other insurers provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

This Policy shall also pay for loss or damage in the event that, and to the extent that other parties responsible to insure fail to do so or where such insurance fails to respond to the extent that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

Subject to the following :

1. Warranted that cover under this clause shall be for the benefit of the named Assured only and cover ceases to operate in the event that there be any other insurance covering the said goods.
2. Warranted that the existence of this contingency insurance shall not be disclosed to the customer, or any other party interested in the consignment.
3. It is a condition of this clause that the Assured must give immediate notice to the Company of any occurrence whereby the risk and/or property in the goods remains with or reverts to the Assured.
4. It is a condition of the clause that evidence of the terms and conditions of the contract of sale shall be submitted in substantiation of any claim made hereunder.
5. It is a condition of this clause that the Assured must use all reasonable and usual care, skill and forethought and take all practical measures, including measures which may be required by the Company to enforce the contract of sale, and in the event that the legal ownership and/or property in the goods remains with or reverts to the Assured to prevent or minimize loss.
6. All rights and benefits against any other parties or persons are to be subrogated to the Company.

CANCELLATION CLAUSE (A039)

96.12.26(96)新產精發字第 960997 號函備查

Cancellation Clause

This cover may be reviewed and/or cancelled by either party having given written notice as follows:

- (i) War and Strikes - ___ days notice
- (ii) Strikes, Riots and Civil Commotions- ___ days notice but ___ hours notice in respect of Strikes risks sendings to or from United States of America.
- (iii) All other risks - ___ days notice

Notwithstanding the foregoing, charges in the Institute Cargo Clauses and/or other Institute Clauses contained herein are subject to market notice of cancellation.

N.B. Such cancellation, however, shall not apply to any transit risk or risks which shall have attached at the time such cancellation becomes effective.

Except as above, this policy may be canceled by the Insured at any time by written notice to the Insurer. This policy may be canceled by the Insurers by mailing to the Insured written notice stating when, not less than _____ days, thereafter such cancellation shall be effective.

Cancellation shall be become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Insurers but shall not apply to any transit insurance which shall have been declared or attached in accordance with Contract terms and conditions before the cancellation become effective.

CANCELLATION CLAUSE2 (A040)

96.12.26(96)新產精發字第 960997 號函備查

Cancellation Clause2

This policy may be cancelled by either party giving to the other 30 days previous notice in writing of the intention to determine.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Underwriters but shall not apply to any transit insurance which shall have been declared or attached in accordance with contract terms and conditions before the cancellation becomes effective.

紅字可修改

CARE, CUSTODY AND CONTROL CLAUSE (A041)

96.12.26(96)新產精發字第 960997 號函備查

Care, Custody and Control Clause

This insurance extends to cover the property of others, excluding fixed assets, which falls within the scope of subject matter insured, in the Assured's care, custody and control for which the insured may be legally obligated to pay as damage because of damage to or destruction of property arising out of perils insured against. It is a condition precedent of this insurance that this insurance shall not insure, directly or indirectly, to the benefit of any carrier or bailee.



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CARGO ISM ENDORSEMENT (A042)

96.09.14(96)新產精發字第 960527 號函備查

CARGO ISM ENDORSEMENT

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators, do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- (a) Either that such vessel was not certified in accordance with the ISM Code.
- (b) Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

CARGO ISM FORWARDING CHARGES CLAUSE (A043)

96.12.26(96)新產精發字第 960997 號函備查

Cargo ISM Forwarding Charges Clause

This insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder or to a substitute destination or until returned to the point of shipment all at the Assured's election, following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

- a. to such vessel not being certified in accordance with the ISM Code
or
- b. to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC98/019.

CARGO ON DECK CLAUSE (A044)

96.12.26(96)新產精發字第 960997 號函備查

Cargo On Deck Clause

In the event of the interests hereby insured or any part which being carried on deck, whether by the exercise of liberty granted to shipowners or charters under the contract of affreightment or not, are insured hereunder subject however to Institute Cargo Clauses (C) and including the risks of Jettison & Washing Overboard only, unless prior notice being given to and accepted by Assurer. This clause does not apply to container shipment.



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CERTIFICATE OF AUTHORITY (A045)

96.12.26(96)新產精發字第 960997 號函備查

Certificate of Authority

Authority is hereby granted the Assured to countersign and issue the form of Certificate of Insurance or Special Stock Throughput Policy furnished by the Insurers/Assurers for any or all shipments in respect of which insurance is provided hereunder and in consideration thereof the Assured warrants that no Certificate of Special Stock Throughput Policy will be issued with terms thereon varying from the conditions of this Open Policy and/or any written instructions that are or may be given by the Insurers/Assurers.

If the Assured issues a Certificate of Insurance or Special Stock Throughput Policy with terms varying from the conditions of this Policy and/or any written instructions given by the Insurers/Assurers, the Assured agrees to reimburse the Insurers/Assurers for the full amount of the loss that the Insurers/Assurers pays, including loss adjustment expenses caused by such variation under such Certificate of Insurance.



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CERTIFICATE OF INSURANCE CLAUSE (A046)

96.12.26(96)新產精發字第 960997 號函備查

Certificate of Insurance Clause

It is hereby declared and agreed that the Assured is authorized to countersign and issue the form of Certificates of Insurance furnished by this Corporation for any or all shipments in respect of which insurance is provided hereunder. In consideration thereof, the Assured warrants that no certificate will be issued with terms thereon falling outside the scope of this policy and any written instructions that are or may be given by this Corporation. The Assured further warrants and agrees to deliver a full copy of each certificate on the day of issuance or as soon thereafter as may be practicable.

CERTIFICATES OF INSURANCE CLAUSE2 (A047)

96.12.26(96)新產精發字第 960997 號函備查

Certificates of Insurance Clause2

Underwriters agree to issue Certificates of Insurance (on NCR paper if required) and to bear the fee and cost thereof subject to the inclusion thereon of the following clause:

Certificates of Insurance Clause

“The Institute Clauses incorporated herein are deemed to be those current at the time of commencement of the risk.”

CLAUSE PARAMOUNT CLAUSE (A048)

96.12.26(96)新產精發字第 960997 號函備查

Clause Paramount Clause

Anything contained in the Institute Clauses referred to herein that is inconsistent with the following clauses and conditions shall, to the extent of such inconsistency, be null and void. This Clause Paramount shall not serve to override the duration Clause in the Institute War Clauses.

CLAUSED BILLS OF LADING CLAUSE (A049)

96.12.26(96)新產精發字第 960997 號函備查

Claused Bills of Lading Clause

The insurance is not to be prejudiced solely by reason of the marking of the Bill of Lading (or like document) with a clause indicating items insufficiently packed.

CONCEALED DAMAGE CLAUSE (A050)

96.12.26(96)新產精發字第 960997 號函備查

Concealed Damage Clause

It is understood and agreed that in respect of shipments insured hereunder which are received at destination but not unpacked, this policy is extended to cover losses arising from perils insured against while in transit, which are not ascertained until the opening of the packages, provided such opening occurs not later than _____ days after arrival at destination and, in the absence of proof to the contrary, such losses are to be considered as having occurred during the voyage covered under this policy.

Nothing herein, however, shall be construed to limit the coverage elsewhere provided herein.

CONCEALED DAMAGE CLAUSE2 (A051)

96.12.26(96)新產精發字第 960997 號函備查

Concealed Damage Clause2

It is agreed that any loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Assured's interests) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately on the cessation of risk hereunder as defined by the VOYAGE CLAUSE or other specific cessation of risk provisions provided herein.

This agreement shall, however, only apply where such loss or damage is discovered within ___ days of the cessation of risk hereunder as defined by the VOYAGE CLAUSE or other specific cessation of risk provisions provided herein.

It is further agreed that subject to prior advice to Underwriters and the payment of an additional premium, if required, the above-mentioned period may be extended.

CONCEALED DAMAGE CLAUSE3 (A052)

96.12.26(96)新產精發字第 960997 號函備查

Concealed Damage Clause (_____ days)

It is understood and agreed that in respect of shipments insured hereunder the Assured shall be allowed a period of up to _____ days after arrival of the insured interests at the final destination, to open packaging, examine contents and arrange for survey in the event of the discovery of loss or damage. Provided however that loss of or damage so discovered can be reasonably attributed to having occurred in transit and was caused by perils insured under this policy.

Further Provided:

That packaging showing signs of external damage, wetting or staining upon arrival must be opened immediately and all possible steps taken to minimize damage.

This Concealed Damage Clause shall only apply to import shipments.

CONTAINER CLAUSE (A053)

96.12.26(96)新產精發字第 960997 號函備查

Container Clause

Where Cargo, insured hereunder, is carried in Containers, it is agreed, as between the Assured and Insurers, that the seaworthiness and/or cargo worthiness of the Container is hereby admitted.

It is further agreed that to the extent that cover for shortage is provided hereunder, claims for shortage from a sealed container shall not be invalidated by the fact that seals appear intact upon arrival.

Shortage in this context shall be determined as the difference between the number of packages loaded or alleged to have been loaded per the shippers or suppliers invoice or packing list and the tally made by the Assured and/or their agents of packages removed at the time the container is unloaded.

CONTINGENT INSURANCE CLAUSE (A054)

96.12.26(96)新產精發字第 960997 號函備查

Contingent Insurance Clause

Goods purchased by the Assured on “FOB”, “C&F” or similar terms.

It is hereby understood and agreed that the goods are at the Insurer’s risk and that their liability to the Assured commences from the time the goods leave the Supplier’s Factory, Warehouse, Store or Mill as if the Contract of Sale was “ex Suppliers’ premises” notwithstanding that the goods and/or interest may have been purchased on “FOB”, “C&F” or similar terms, insurers being subrogated, subject to cover provisions detailed elsewhere herein, to the Assured’s rights of recourse against the Suppliers or other parties.

CONTROL OF DAMAGE GOODS CLAUSE (A055)

96.12.26(96)新產精發字第 960997 號函備查

Control of Damage Goods Clause

Notwithstanding anything to the contrary contained elsewhere herein, it is understood and agreed that in the case of loss of or damage to the subject-matter insured under this insurance following a recoverable peril, the Assured in to retain control of all damaged, suspected damaged and undamaged parts of the subject-matter insured. Where the disposal sale or repair of such goods is, in the opinion of the Assured and agreed by Underwriters hereon, detrimental to their interest such damage of suspected damage shall be treated as a constructive total loss and the Assured shall dispose of the damage goods as they see fit with Underwriters being entitled to any proceeds arising there from.

COVER RISK OF LOADING, UNLOADING, LIFTING, HOISTING AND TRANSSHIPMENTS CLAUSE – ALL RISKS (A056)

96.12.26(96)新產精發字第 960997 號函備查

Cover risk of Loading, Unloading, Lifting, Hoisting and Transshipments Clause–All Risks

The risk of loading, unloading and lifting, hoisting goods and transshipment at point of arrival on import and/or inland transit is also extended to cover in this policy as deemed to be in the ordinary course of transit. The risk of loading, unloading and lifting, hoisting goods and transshipment at point of origin on export and/or inland transit is also extended to cover in this policy as deemed to be in the ordinary course of transit.



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CURRENCY CLAUSE (A057)

96.12.26(96)新產精發字第 960997 號函備查

Currency Clause

All Limit of Liability and Deductible hereon, where shown in US Dollars to be in New Taiwanese Dollar equivalent. In the event of loss hereunder, Rate of exchange shall be that applicable on date of loss.

Loss, if any, is to be paid in the same currency (NTD) as the currency of the policy.



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CO-INSURANCE CLAUSE (A058)

96.09.14(96)新產精發字第 960527 號函備查

CO-INSURANCE CLAUSE (applicable in case of Co-insurance)

It is hereby understood and agreed that this Policy is issued by SHINKONG INSURANCE CO., LTD. on behalf of the co-insurers who, each for itself and not one for the others, are severally and independently liable for their respective subscriptions specified in this policy.

Notwithstanding anything contained herein or attached hereto to the contrary, this insurance is understood and agreed to be subject to English law and practice only as to liability for and settlement of any and all claims.

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

We, SHINKONG INSURANCE CO., LTD. hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability or expense to the extent and in the manner herein provided.

In witness whereof, I the Undersigned of SHINKONG INSURANCE CO., LTD. on behalf of the said Company have subscribed My Name in the place specified as above to the policies, the issued numbers thereof being specified as above, of the same tenor and date, one of which being accomplished, the others to be void, as of the date specified as above.

CO-INSURANCE AGREEMENT (A059)

96.12.26(96)新產精發字第 960997 號函備查

Co-Insurance Agreement

It is hereby understood and agreed that this policy is issued by _____ Insurance Co., Ltd. on behalf of the Co-Insurers who, each of itself and not one for the others, are severally and independently liable for their respective subscriptions specified in the policy.

In case of loss or damage cover under this policy, _____ Insurance Co., Ltd. shall be fully authorized to appoint the surveyor and adjuster to handle claims settlements on behalf of the Co-Insurers, who shall not raise objection to any courses of action taken by _____ Insurance Co., Ltd. in handling the claims.

If any settlement amount, survey fee and/or other related expenses in respect of each claim has been advanced by _____ Insurance Co., Ltd., the Co-Insurers shall reimburse its subscribed amount to _____ Insurance Co., Ltd. within ___ days upon receiving _____ Insurance Co., Ltd. each call each claim.

CO-INSURANCE CLAUSE2 (A060)

96.12.26(96)新產精發字第 960997 號函備查

Co-Insurance Clause2

Notwithstanding that this Policy is issued on Leading Company. From it is hereby noted and agreed that this insurance shall be apportioned as a co-insurance and that we the Assurers set out in the schedule bind ourselves, each Assurer itself only and not one for another in respect only of the due proportion each Assurer, to pay the Assured in respect of such loss, damage, or liability, as herein provided, that the Assured may sustain during the stated period but not exceeding in all the sum insured as properly apportioned to the sum insured subscribed against our names respectively.

In the event of general average or salvage guarantees being required, these shall be provided by or followed by the co-insuring companies in accordance with their respective proportions of the insurance.

It is also noted and agreed to follow leading company as leading Assurers in all agreement, alterations, extensions, certificates, settlements, and payments in every respect. Assurers to receive statement of account from leading company as settlement advice without production papers.



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CO-INSURANCE CLAUSE3 (A061)

96.12.26(96)新產精發字第 960997 號函備查

Co-Insurance Clause3

The subscription hereto of the Co-Insurers are as mentioned below, and the Co-Insurer(s), each for itself and not one for the others, are severally and independently liable only for the amount of proportion of any loss or damage recoverable hereunder as their respective subscription hereto bears to the total value / amount insured and shall in no event be responsible for the liability of the other Co-Insurers. All premiums will be collected and claims, if any, will be settled by the Co-Insurers independently as per the subscribing share.

COINSURANCE CLAUSE (A062)

96.12.26(96)新產精發字第 960997 號函備查

Coinsurance Clause

The term “the Underwriters / Insurer” wherever it appears in this Policy shall mean the “Underwriter / Insurer” name below:

The liability of the Underwriters / Companies shall in no case exceed in respect of any insured item the limit of liability thereon or in all the limit of liability. The liability of each Underwriter named below shall be limited to the percentage set against its name of such amounts as may become payable under the Policy.

_____Insurance Co., Ltd. as the Leading Underwriter has been authorized by the other Coinsurer(s) to deal with all matters relating to the Policy including all extensions reductions or cancellations of risks or of conditions, all fixings of premiums, all settlements of claim of contestations whatsoever and in general, all dispositions of whatsoever nature taken by the Leading Underwriter will definitely be binding upon all Underwriters and carry with them the unanimous consent of all Underwriters of this Policy.

Any notice given verbally or in writing by the Assured to the Leading Underwriter shall be deemed to have been given to the other Coinsurer(s) also.

COINSURANCE CLAUSE2 (A063)

96.12.26(96)新產精發字第 960997 號函備查

Coinsurance Clause2

The term “Insurer” wherever it appears in this open policy shall mean the “Insurer” named below.

It is hereby noted and agreed that this policy is issued by _____ Insurance Co., Ltd. on behalf of the Co-Insurers who, each for itself and not one for the others, are severally and independently liable only for the amount or proportion of any loss or damage recoverable hereunder as their respective subscription hereto bears to the total value insured and shall in no event be responsible for the liability of the other Co-Insurers.

_____ 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 open policy including settlement of claims, collection of the premium and all decisions made by the Leading Insurer and all agreement reached between the Insured and the leading Insurer shall be binding on the other Insurers (Co-Insurers). Any notice given verbally or in writing by the Insured to the Leading Insurer shall be deemed to have also been given to the other Insurers (Co-Insurers). When the Co-Insurers receive the state of account from the Leading Insurer as settlement advice without production papers, the remittance of payment as their respective subscription to the Leading Insurer should be done within _____ days after receiving it.

All claims payable under this open policy will be first paid by _____ Insurance Co., Ltd. in advance and thereafter reimbursed proportionally by the other Insurers (Co-Insurers).

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

COINSURANCE CLAUSE3 (A064)

96.12.26(96)新產精發字第 960997 號函備查

Coinsurance Clause3

The term **Company** wherever it appears in this Policy shall mean the Companies named below.

The liability of the Companies shall in no case exceed in respect of any insured item the sum insured thereon nor in all the total sum insured. The liability of each Company named below shall be limited to the percentage set against its name of such amounts as may become payable under this Policy.

Shinkong Insurance Co., Ltd. as the Leading Company has been authorized by the other coinsurer to deal with all matters relating to this Policy including all decisions made by the Leading Company and all agreements reached between the Assured and the Leading Company shall be binding on the other coinsurer.

Any notice given verbally or in writing by the Assured to the Leading Company shall be deemed to have been given to the other coinsurer also.

紅字可修改

CANCELLATION CLAUSE3 (A065)

96.12.26(96)新產精發字第 960997 號函備查

Cancellation Clause3

The inclusion in this Contract of insurance against WAR risks may be cancelled by either the Insurer or the Insured giving ____ days' notice.

The inclusion in this Contract of insurance against STRIKES, RIOTS, CIVIL COMMOTIONS AND MALICIOUS DAMAGE ETC. risks may be cancelled by either the Insurer or the Insured giving ____ days' notice other than for shipments or sendings to or from _____, where ____ hours' notice shall be given.

This policy may be cancelled by either the Insured or the Insurer by mailing written notice stating when, not less than ____ days, thereafter, such cancellation shall be effective.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Insurers but shall not apply to any transit insurance which shall have been declared or attached in accordance with Contract terms and conditions before the cancellation becomes effective.

DEFERRED UNPACKING CLAUSE (A066)

96.09.14(96)新產精發字第 960527 號函備查

DEFERRED UNPACKING CLAUSE

It is mutually agreed that the Company be also liable for loss of or damage to the insured cargo shipped to the final destination or premises as named in the policy as a result of deferred unpacking and caused by the perils insured against herein during the insured voyage and/or inland transit provided, however, such deferred unpacking be limited to XX days after arrival of the cargo in the named premises.

This Clause shall not be construed as an extension of the insured period, so the company shall not be liable for loss or damage which may occur after the cargo has arrival in the named premise.

Warranted after arrival of the insured cargo in the final destination or premises as named herein if external in apparently damaged condition or otherwise, the Assured shall forthwith notify the Company of it without delay and take measures and/or survey for the purpose of averting or minimizing loss, otherwise the insured cargo shall be considered as in good condition.

DELIBERATE DAMAGE – POLLUTION HAZARD CLAUSES (A067)

96.12.26(96)新產精發字第 960997 號函備查

Deliberate Damage–Pollution Hazard Clauses

This insurance is also extended to cover, but only while the subject-matter insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate as pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action is an insured peril hereunder.

DATE RECOGNITION CLAUSE (A068)

96.12.26(96)新產精發字第 960997 號函備查

Date Recognition Clause

This contract will not extend to indemnify the assured under any circumstance for loss, damage, cost, expense or liability caused by or arising from, or in any way connected, whether directly or indirectly, with:-

1. the actual or anticipated failure or inability of any computer or electronic device or component or system or programming or software:-
 - a) to correctly and unambiguously assign any date to the correct day, week, year, or century;
 - b) to correctly read, recognize, interpret, process or computer any date;
 - c) to continue to operate as a result of incorrect date assignment.
2. the use of any arbitrary, ambiguous or incompletely defined date in any data, software or programming;
3. any measures taken with the intention of averting or minimizing any of the above, or any consequences thereof.

DUTY CLAUSE (A069)

96.09.14(96)新產精發字第 960527 號函備查

DUTY CLAUSE

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To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject in the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above this company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter. The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

DURATION CLAUSE (A070)

96.12.26(96)新產精發字第 960997 號函備查

Duration Clause

This Open Policy shall cover and attach on all goods shipped on or after (Month) (Day), (Year) and remain in force thereafter until cancelled by either party giving to the other a ____ days' previous notice in writing of the intention to determine.

Such cancellation shall become effective on the expiry of ____ days counting from midnight of the day on which such notice is given by or to this company, but it shall not apply to any shipment to which the risk shall have attached before such cancellation becomes effective.

If this Open Policy covers War, Strikes, Riots and Civil Commotions risks same may be cancelled by either party giving (__) days' (__) hours' in respect of sending to or from the U.S.A. notice.

DEVIATION CLAUSE (A071)

96.12.26(96)新產精發字第 960997 號函備查

Deviation Clause

In case of short shipment in whole or in part by the vessel reported for insurance hereunder, or if the goods be transhipped by another vessel or vessels, or be carried beyond or discharged short of destination, or in the event of deviation, or change of voyage, or any interruption or other variation of the voyage or risks beyond the control of the Assured or by reason of the exercise of any liberty granted the shipowner under the contract this insurance shall nevertheless cover the goods as well any charges incidental to shipping until arrival the final destination named in the declaration or certificate of insurance or until the subject matter insured is no longer at the risks of the Assured, which ever may first occur, provided prompt notice be given to Insurer when such facts are known to the Assured.

DEBRIS REMOVAL CLAUSE (A072)

96.12.26(96)新產精發字第 960997 號函備查

Debris Removal Clause

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the assured for the removal and disposal of debris of the subject matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- (i) Any expense incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefrom
- (ii) The cost of removal of cargo from any vessel or craft

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but limited to a further ____% of insured value of the goods lost or damaged.

DEBRIS REMOVAL CLAUSE2 (A073)

96.12.26(96)新產精發字第 960997 號函備查

Debris Removal Clause **(with a sub-limit \$ _____)**

It is hereby declared and agreed notwithstanding anything contained elsewhere in this section to the contrary that the Insurer will indemnify the Assured against costs and expenses necessarily incurred by the Assured, with the consent of the Insurer, in removing debris and the destruction of damaged goods where necessary of the portion or portions of the insured property or damaged by any cause for which indemnity is granted by this policy.

The indemnity provided by this clause shall be in addition to the indemnity provided by the other terms and conditions of this section, but limited to a sub-limit \$ _____.

DEBRIS REMOVAL COST (A074)

96.12.26(96)新產精發字第 960997 號函備查

Debris Removal Cost **(in addition to sum insured)**

It is hereby agreed that expenses incurred in the removal of all debris of property insured hereunder which may be occasioned by loss caused by any of the perils insured against hereunder are recoverable under this policy.

EXPEDITING EXPENSES CLAUSE (A075)

96.12.26(96)新產精發字第 960997 號函備查

Expediting Expenses Clause

This policy also covers costs and expenses (including but not limited to overtime express freight, weekend or public holiday rates of pay), incurred by the insured or by any other person for whom the insured is legally liable to expedite repair, replacement or restoration of property insured consequent upon its physical loss destruction or damage by any perils insured against but not exceeding ____% of loss of any one occurrence.



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DEFERED UNPACKING CLAUSE2 (A076)

96.09.14(96)新產精發字第 960527 號函備查

DEFERRED UNPACKING CLAUSE

This policy covers any water damage to the goods hereby insured which has been caused by the perils insured during the ordinary course of transit but cannot be found from the external appearance of the original package, provided that **water damage** shall be reported to this company as soon as it is found upon unpacking the package but not later than XX days after arrival of the goods at final destination.

In no case shall this company be liable to pay any water damage occurring after the expiry of the coverage stated in this policy.

EXPEDITING EXPENSES CLAUSE2 (A077)

96.12.26(96)新產精發字第 960997 號函備查

Expediting Expenses Clause2

In consideration of the premium paid hereunder, the Underwriters agree to indemnify the Assured in respect of extra charges including but not limited to overtime work, night work, work on a public holiday(s) and express freight.

Provided always:

1. that such extra charges are incurred in connection with any loss of or damage to the property insured for which indemnity is granted under this insurance.
and
2. that such extra charges are limited ____% of the normal charges in the aggregate in respect of each and every happening giving rise to a claim under this insurance.
but
3. the cumulative costs of repairs plus other charges do not exceed the insured value of the damaged item(s).

EXHIBITION RISKS CLAUSE (A078)

96.12.26(96)新產精發字第 960997 號函備查

Exhibition Risks Clause **(Limit \$ _____)**

This insurance covers property whilst at exhibition, trade fair or show premises subject to the following exclusion,

- 1) Loss or damage arising directly from demonstration, use to testing of equipment.
- 2) Wear, tear and gradual deterioration.
- 3) Liability to third parties.

ERRORS AND OMISSION CLAUSE (A079)

96.12.26(96)新產精發字第 960997 號函備查

Errors and Omission Clause

Assured shall not be prejudiced by an unintentional delay or omission in the reporting hereunder or any unintentional error in the amount or description of the Interest, Vessel or voyage, or if the subject matter of the Insurance be shipped by any other vessel. If notice be given to Underwriters as soon as practicable after said facts become known to the Assured and deficiency of premium, if any, made good.

F. O. B. /C&F ENDORSEMENT (A081)

96.12.26(96)新產精發字第 960997 號函備查

F.O.B./C&F Endorsement

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise sold on F.O.B. and/or C&F and/or similar terms whereby marine insurance is affected by the buyer. This insurance attaches from commencement of transit at the Assured's plant or other place of shipment and terminates when the Assured's interest ceases but not later than the time the goods and/or merchandise are laden on board the vessel, or at time of transfer of title, whichever shall first occur.

This insurance includes any lighterage, and for not exceeding twenty one days while held at terminals, on wharves, piers, docks, quays, storage barge, boats and lighters while awaiting loading on board the vessel or held covered at additional premium if required, provided prompt notice is given the Company.

This insurance, however, is not to attach as respects any goods and/or merchandise if, at the time of loss or damage, there is any other insurance which would attach if the coverage provided under the endorsement had not been effected, except that this insurance shall apply only as excess and in no even as contributing insurance and then only after all other insurance has been exhausted. Nevertheless, any direct loss sustained by the assured otherwise recoverable hereunder shall be advanced as a loan without interest repayable out of any recovery the assured may receive out of such other insurance.

The assured agrees to report to this Company at the end of each month the amount of all shipments made by rail and truck, covered hereby.

FULL VALUE REPORTING CLAUSE (A082)

96.12.26(96)新產精發字第 960997 號函備查

Full Value Reporting Clause

If the total value at risk on any one vessel or aircraft or conveyance or at any one location at any time exceeds the applicable limit of liability provided by this policy, then subject to the Assured declaring the total value at risk and paying premium thereon, Underwriters shall be liable for the full amount of any insured loss up to but not exceeding the policy limit of liability.

Nothing in this clause shall be taken to alter or increase the Underwriters limit liability as set out herein.

F. O. B. ENDORSEMENT (A083)

96.12.26(96)新產精發字第 960997 號函備查

F.O.B. Endorsement

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise sold on F.O.B., F.A.S., or similar terms whereby marine insurance is affected by the buyer. This insurance attaches from commencement of transit at the Assured's plant or other place of shipment and terminates when the assured's interest ceases but not later than the time the goods and/or merchandise are laden on board the vessel, or at time of transfer of title, whichever shall first occur.

This insurance includes any lighterage, and for not exceeding fourteen days while held at terminals, on wharves, piers, docks, quays, storage barges, boats and lighters while awaiting loading on board the vessel or held covered at an additional premium if required, provided prompt notice is given the Company.

This insurance, however, is not to attach as respects any goods and/or merchandise if, at the time of loss or damage, there is any other insurance which would attach if the coverage provided under the endorsement had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted. Nevertheless, any direct loss sustained by the assured otherwise recoverable hereunder shall be advanced as a loan without interest repayable out of any recovery the assured may receive out of such other insurance.



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FINANCIAL STATEMENT CLAUSE (A084)

96.12.26(96)新產精發字第 960997 號函備查

Financial Statement Clause

Insurer agrees to pay any loss and/or damage resulting from insured peril(s) to the insured goods stated on the financial statement of Assured's Taiwan office(s) but physically located at overseas location(s) under this policy.

GOODS PURCHASED BY THE ASSURED ON C. I. F. TERMS (A087)

96.12.26(96)新產精發字第 960997 號函備查

Goods Purchased by the Assured on C.I.F. Terms

Where goods are purchased C.I.F. and the supplier fails to effect insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, Underwriters are to be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Insurers and/or other parties and in no case shall this insurance in double insurance.

GENERAL AVERAGE AND SALVAGE CLAUSE (A088)

96.12.26(96)新產精發字第 960997 號函備查

General Average and Salvage Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment, and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

General average deposits shall be payable on production of general average deposit receipts.

GENERAL PROVISIONS CLAUSE (A089)

96.12.26(96)新產精發字第 960997 號函備查

1/10/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE MARINE POLICY GENERAL PROVISIONS (CARGO)

The following general provisions are incorporated in this contract:

ENGLISH LAW AND PRACTICE CLAUSE

This insurance is subject to English Law and practice.

INSURABLE INTEREST CLAUSE

- 1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 2 Subject to 1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

DUTY OF ASSURED CLAUSE

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

- 1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - 2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

WAIVER CLAUSE

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

WAR EXCLUSION CLAUSE

In no case shall this insurance cover loss damage or expense caused by

- 1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 3 derelict mines torpedoes bombs or other derelict weapons of war.

ATOMIC AND NUCLEAR EXCLUSION CLAUSE

In no case shall this insurance cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The following provision shall be paramount and shall override anything which may appear elsewhere in this contract:

Should this insurance be extended to cover any loss damage or expense excluded by the above War Exclusion Clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

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These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:

- (a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;
- (b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions".



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GOODS PURCHASED BY THE ASSURED ON “CIF” OR SIMILAR TERMS (A090)

96.12.26(96)新產精發字第 960997 號函備查

Goods Purchased by the Assured on “CIF” or Similar Terms

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, Assurers are to be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Assurers and/or other parties.

GOODS PURCHASED BY THE ASSURED ON “FOB” , “C&F” OR SIMILAR TERMS (A091)

96.12.26(96)新產精發字第 960997 號函備查

Goods Purchased by the Assured on “FOB”, “C&F” or Similar Terms

It is hereby understood and agreed that the goods are at the Assurers' risk and that their liability to the Assured commences from the time goods leave the Suppliers' Factory, Warehouse, Store or Mill as if the Contract of Sale was “ex Suppliers' premises” notwithstanding that the goods and/or interest may have been purchased on “FOB”, “C&F” or similar terms.

Assurers are to be subrogated to the Assured's rights of recourse against the suppliers or other parties.



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HAND CARRIED GOODS CLAUSE (A092)

96.12.26(96)新產精發字第 960997 號函備查

Hand Carried Goods Clause

This insurance is extended to cover goods carried by the Assured, Assured's employees and/or Assured's representative from any place in the world to the any place in the world.

HOISTING RISKS CLAUSE (ALL RISKS) (A093)

96.12.26(96)新產精發字第 960997 號函備查

Hoisting Risks Clause (All Risks)

Against all risks of physical loss and/or damage from any external cause. Cover accidental damage to the equipment arising out of the hoisting operation but excludes any loss caused by the infidelity of employees of the Assured or their sub-contractors or persons to whom the property insured is on trusted.

Warranted that hoisting operation to be carried out by professional contractor/crane operator.

Excluding any loss of or damage occasioned by the weight of a load exceeding the lifting capacity of the hoisting machine.



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HIGHWAY/RAILWAY TRANSPORTATION CLAUSES (ALL RISKS) (A094)

96.09.14(96)新產精發字第 960527 號函備查

HIGHWAY/RAILWAY TRANSPORTATION CLAUSES (ALL RISKS)

Risks attach from the time the insured interest is loaded on the carrying motor truck/tank car/train at the place named in the policy for the commencement of transit, and is continuous in due course of transportation until the insured interest is discharged at the depot, station, store or the consignee's warehouse at the destination named in the policy but not for a period longer than 3 days.

This insurance covers against all risks loss of or damage to the insured interest, but shall in no case be deemed to extend to include loss of or damage to the insured interest proximately caused by delay or inherent vice or nature or gradual deterioration.

This insurance excludes loss or damages, resulting from piracy, robbery, riot, civil commotion, brigandage and war risks.

HOISTING RISKS CLAUSE (A095)

96.12.26(96)新產精發字第 960997 號函備查

Hoisting Risk Clause

Against all risks of Physical loss and/or damage from any external cause. Coverage takes effect when the hoisting commences and covers accidental damage to the equipment arising out of the hoisting operation but excludes any loss caused by the infidelity of employees of the insured or their sub-contractors or persons to whom the property insured is on trusted. Coverage ceases when the property has been hoisted and thence to the destined floor of the insured.

Excluding any loss and/or damage due to collapse of the stand for hoisting. Excluding the risks of War, Strikes, Riots, Insurrection, Rebellion, Revolution, Civil War or action taken by Governmental Authority in hindering, combating or defending against such and occurrence, seizure of destruction under quarantine or Customs regulation, confiscation by order of any Government or public authority, or risks of contraband or illegal transportation or trade. Warranted hoisted by professional hoister only.

HOISTING RISKS CLAUSE-ALL RISKS (A096)

96.12.26(96)新產精發字第 960997 號函備查

Hoisting Risk Clause - All Risks

Against all risks of physical loss and/or damage from external cause. Cover accidental damage to the equipment arising out of the hoisting operation but excludes any loss caused by the infidelity of employees of their insured or their sub-contractors or persons to whom the property insured is on trusted. Excluding any loss of or damage occasioned by the weight of a load exceeding the lifting capacity of the hoisting machine.

INSTITUTE CLAUSE (A097)

96.12.26(96)新產精發字第 960997 號函備查

Institute Clause

The Institute Clauses referred to herein are those current at the inception of this Contract but should such Clauses be revised during the period of this Contract, and provided that Insurer/Assurers shall have given at least ___ days' notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

HIGHWAY TRANSPORTATION CLAUSES (A098)

96.09.14(96)新產精發字第 960527 號函備查

HIGHWAY TRANSPORTATION CLAUSES

This insurance attaches from the time the goods are loaded on the carrying motor truck at the place named in the Policy for the commencement of the transit and continues in due course of transportation until safe arrival to the carrying motor truck at depot, station, store or consignee's warehouse at destination named in the Policy.

This policy covers loss or damage caused by break-down of highway, tunnels and/or bridges and fire, lightning, explosion, over-turning and/or collision of the carrying motor truck and including the risk of fire whilst in transit and/or awaiting delivery (while in the custody of a common carrier) at highway depots, station, garages and/or platform incidental to transportation, but such risk of fire not to continue for a period longer than (7) days at any point.

Warranted free from loss or damage resulting from rain, hail, snow, theft, piracy, robbery, riot, civil commotion, brigandage and war risk.

Excluding the risks of delay and/or deterioration.

紅字可改



地址：台北市104建國北路二段15號 電話：(02)2507-5335
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HOISTING RISKS CLAUSE (A099)

96.09.14(96)新產精發字第 960527 號函備查

HOISTING RISKS CLAUSE

This insurance is extended to cover Hoisting of the subject matter. Coverage under this extension is restricted to breakage of sling/arm or collapse of stand/crane during the process of hoisting subject to the following:

Warranted that hoisting operation to be carried out by professional contractor/crane operator and under the supervision of the surveyor appointed by the assured.

Excluding any loss of or damage occasioned by the weight of a load exceeding the lifting capacity of the hoisting machine.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE (A100)

96.12.26(96)新產精發字第 960997 號函備查

10/11/03

Institute Cyber Attack Exclusion Clause

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strike arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

INSTITUTE MALICIOUS DAMAGE CLAUSE (A101)

96.12.26(96)新產精發字第 960997 號函備查

1/8/82

Institute Malicious Damage Clause

(For Use Only with the New Marine Policy Form)

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (A102)

96.12.26(96)新產精發字第 960997 號函備查

Institute Extended Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The Exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.



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或至總公司、分公司及通訊處查閱資訊公開說明文件。

**INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL,
ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION
CLAUSE (A103)**

96.12.26(96)新產精發字第 960997 號函備查

01/11/02

**Institute Chemical, Biological, Bio-Chemical, Electromagnetic
Weapons and Cyber Attack Exclusion Clause**

This clause shall be paramount and shall override anything in the insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
 - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

INNKEEPERS LEGAL LIABILITY (A105)

96.12.26(96)新產精發字第 960997 號函備查

Innkeepers Legal Liability

It is hereby declared and agreed that this policy is extended to cover damage to property for the Insured's legal liability for loss to personal property belonging to a guest at the insured premise if such loss occurs while personal property is within the insured premises.

This endorsement does not apply to loss:

1. caused by the spilling, upsetting or leaking of any food or liquid.
2. to any auto or other motor vehicle, it equipment, accessories or property contained therein.
3. to any articles carried or held by a guest as samples or for sales or for delivery after sale.

Additional Definition

As used in this endorsement, loss or losses means actual physical Injury to or destruction of tangible property, including loss thereof.



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INSTITUTE REPLACEMENT CLAUSE (applying to machinery) (A106)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE REPLACEMENT CLAUSE (applying to machinery)

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of complete machine.



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INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE (A107)

96.09.14(96)新產精發字第 960527 號函備查

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE (FOR USE ONLY WITH INSTITUTE CLAUSES)

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

INSTITUTE FROZEN MEAT CLAUSES (A)-24 HOURS BREAKDOWN (A108)

09.09.14(96)新產精發字第 960527 號函備查

1/1/86 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE FROZEN MEAT CLAUSES (A) — 24 Hours Breakdown (not suitable for chilled, cooled or fresh meat)

RISKS COVERED

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| <p>1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,</p> <p>1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to</p> <p>1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours</p> <p>1.2.2 fire or explosion</p> <p>1.2.3 vessel or craft being stranded grounded sunk or capsized</p> <p>1.2.4 overturning or derailment of land conveyance</p> <p>1.2.5 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.2.6 discharge of cargo at a port of distress.</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> <p>3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the against such claim.</p> | <p>Risks Clause</p> <p>General Average Clause</p> <p>"Both to Blame Collision" Clause</p> |
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EXCLUSIONS

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| <p>4 In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)</p> <p>4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract</p> <p>4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter</p> <p>4.8 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom</p> <p>4.9 loss damage or expense arising from any failure of the insured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.</p> <p>5 5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p>5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein</p> <p>5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.</p> <p>5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.</p> <p>5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.</p> <p>6 In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or Clause against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>7 In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>General Exclusions Clause</p> <p>Unseaworthiness and Unfitness Exclusions Clause</p> <p>War Exclusion Clause</p> <p>Strikes Exclusion Clause</p> |
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DURATION

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| <p>8 8.1 This insurance attaches from the time</p> <p>8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.</p> <p>8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.</p> <p>8.1.3 of loading of the goods into the oversea vessel.</p> <p>8.2 This insurance continues during the ordinary course of transit to and whilst in</p> | <p>DELETE SECTIONS NOT APPLICABLE</p> | <p>Transit Clause</p> |
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8.2.1	cold store at the destination named herein or	
8.2.2	any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either	
8.2.2.1	for storage other than in the ordinary course of transit or	
8.2.2.2	for allocation or distribution.	
8.3	This insurance terminates	
8.3.1	for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days	
8.3.2	for transit to a destination elsewhere on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.	
8.4	Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.	
8.5	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.6	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i>	Termination of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or	
9.2	if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
11.2	Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
11.3	Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is Constructive reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost Total Loss of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted Adjustment on the basis of its insured value less, where included, freight, duty and all charges not incurred.	Adjustment Clause
15	15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
15.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
16	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
17	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	
17.1	to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	Duty of Assured Clause
17.2	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
18	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY		
19	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
20	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE:— This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

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INSTITUTE FROZEN MEAT CLAUSES (C)-24 HOURS BREAKDOWN (A109)

96.09.14(96)新產精發字第 960527 號函備查

1/1/86 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE FROZEN MEAT CLAUSES (C) and 24 Hours Breakdown (not suitable for chilled, cooled or fresh meat)

RISKS COVERED

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| <p>1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
 1.1 loss of or damage to the subject-matter insured attributable to
 1.1.1 fire or explosion
 1.1.2 vessel or craft being stranded grounded sunk or capsized
 1.1.3 overturning or derailment of land conveyance
 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 1.1.5 discharge of cargo at a port of distress
 1.1.6 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
 1.2 loss of or damage to the subject-matter insured caused by
 1.2.1 general average sacrifice
 1.2.2 jettison.</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> <p>3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the against such claim.</p> | <p>Risks
Clause</p> <p>General
Average
Clause</p> <p>"Both to
Blame Collision"
Clause</p> |
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EXCLUSIONS

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| <p>4 In no case shall this insurance cover
 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or resulting from variation in temperature specifically covered under Clause 1.1.6 above)
 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against expenses payable under Clause 2 above)
 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of person or persons
 4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 4.9 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom
 4.10 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.</p> <p>5 In no case shall this insurance cover loss damage or expense arising from
 5.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
 5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
 5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.</p> <p>6 In no case shall this insurance cover loss damage or expense caused by
 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>7 In no case shall this insurance cover loss damage or expense
 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>General
Exclusions
Clause</p> <p>Unseaworthiness
and Unfitness
Exclusions
Clause</p> <p>War
Exclusion
Clause</p> <p>Strikes
Exclusion
Clause</p> |
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DURATION

8	8.1	This insurance attaches from the time	} DELETE SECTIONS NOT APPLICABLE	Transit Clause
	8.1.1	the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.		
	8.1.2	the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.		
	8.1.3	of loading of the goods into the oversea vessel.		
	8.2	This insurance continues during the ordinary course of transit to and whilst in		
	8.2.1	cold store at the destination named herein		
	8.2.2	or any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either		
	8.2.2.1	for storage other than in the ordinary course of transit or		
	8.2.2.2	for allocation or distribution.		
	8.3	This insurance terminates		
	8.3.1	for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days		
	8.3.2	for transit to a destination elsewhere on the expiry of 5 days		
	8.4	after final discharge of the goods from the oversea vessel at the port of discharge. Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.		
	8.5	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.		
	8.6	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.		
9		If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either		Termination of Contract of Carriage Clause
	9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,		
	9.2	or if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.		Change of Voyage Clause
10		Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>		Change of Voyage Clause
CLAIMS				
11	11.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.		Insurable Interest Clause
	11.2	Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.		Notice of Claim Clause
	11.3	Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.		Notice of Claim Clause
12		Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.		Forwarding Charges Clause
13		No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.		Constructive Total Loss Clause
14		Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.		Adjustment Clause
15	15.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.		Increased Value Clause
	15.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.		Increased Value Clause
BENEFIT OF INSURANCE				
16		This insurance shall not inure to the benefit of the carrier or other bailee.		Not to Inure Clause
MINIMISING LOSSES				
17		It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder		Duty of Assured Clause
	17.1	to take such measures as may be reasonable for the purpose of averting or minimising such loss, and		Duty of Assured Clause
	17.2	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and		Duty of Assured Clause

- reasonably incurred in pursuance of these duties.
- 18 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the Waiver subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver
Clause

AVOIDANCE OF DELAY

- 19 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable
Despatch
Clause

LAW AND PRACTICE

- 20 This insurance is subject to English law and practice.

English Law
and Practice
Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE:— This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

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INSTITUTE FROZEN FOOD CLAUSES (A) (A110)

96.09.14(96)新產精發字第 960527 號函備查

1/1/86

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE FROZEN FOOD CLAUSES (A)

(Excluding Frozen Meat)

RISKS COVERED

- | | | |
|-------|--|--|
| 1 | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, | Risks
Clause |
| 1.1 | all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused, | |
| 1.2 | loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to | |
| 1.2.1 | breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours | |
| 1.2.2 | fire or explosion | |
| 1.2.3 | vessel or craft being stranded grounded sunk or capsized | |
| 1.2.4 | overturning or derailment of land conveyance | |
| 1.2.5 | collision or contact of vessel craft or conveyance with any external object other than water | |
| 1.2.6 | discharge of cargo at a port of distress. | General
Average
Clause |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. | General
Average
Clause |
| 3 | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the against such claim. | "Both to
Blame Collision"
Clause |

EXCLUSIONS

- | | | |
|-----|--|--|
| 4 | In no case shall this insurance cover | |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | General
Exclusions
Clause |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or resulting from variation in temperature specifically covered under Clause 1.2 above) | |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter | |
| 4.8 | loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space | |
| 4.9 | any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance. | |
| 5 | 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness; at the time the subject-matter is loaded therein. | Unseaworthiness
and Unfitness
Exclusions
Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | War
Exclusion
Clause |
| 6 | In no case shall this insurance cover loss damage or expense caused by | |
| 6.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | War
Exclusion
Clause |
| 6.2 | capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat | |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war. | |
| 7 | In no case shall this insurance cover loss damage or expense | Strikes
Exclusion
Clause |
| 7.1 | caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 7.2 | resulting from strikes, lock-outs, labour disturbances, riots or civil commotions | |
| 7.3 | caused by any terrorist or any person acting from a political motive. | |

DURATION

- | | | |
|---------|---|-------------------|
| 8 | 8.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit
Clause |
| 8.1.1 | on delivery to the cold store or place of storage at the destination named herein, | |
| 8.1.2 | on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| 8.1.2.1 | for storage other than in the ordinary course of transit or | |
| 8.1.2.2 | for allocation or distribution, | |
| | or | |
| 8.1.3 | on the expiry of 5 days after discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur. | |
| 8.2 | If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, | |

	the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
9.2	if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	Change of Voyage Clause
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> .	
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.	Forwarding Charges Clause
	This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Constructive Total Loss Clause
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	
14	14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
15	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
16	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Waiver Clause
17	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	
AVOIDANCE OF DELAY		
18	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
19	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE:— This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

8.2	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
9.2	if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
15	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
16	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	
	16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	Duty of Assured Clause
	16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Waiver Clause
17	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Reasonable Despatch Clause
AVOIDANCE OF DELAY		
18	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
19	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE:— This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

INSTITUTE FOSFA TRADES CLAUSES (C) (A112)

96.09.14(96)新產精發字第 960527 號函備查

1/7/85

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE FOSFA TRADES CLAUSES (C)

Agreed with The Federation of Oils, Seeds and Fats Association

RISKS COVERED

- | | |
|--|---|
| <p>1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> <p>3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the against such claim.</p> | <p>Risks
Clause</p> <p>General
Average
Clause</p> <p>"Both to
Blame Collision"
Clause</p> |
|--|---|

EXCLUSIONS

- | | |
|--|---|
| <p>4 In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against expenses payable under Clause 2 above)</p> <p>4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage</p> <p>This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought agreed to buy the subject-matter insured in good faith under a binding contract</p> <p>4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of person or persons</p> <p>4.8 loss damage or expense arising from the use of any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> <p>5 5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p>5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein</p> <p>5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.</p> <p>5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.</p> <p>5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination. In no case shall this insurance cover loss damage or expense caused by</p> <p>6 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>7 In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>General
Exclusions
Clause</p> <p>Unseaworthiness
and Unfitness
Exclusions
Clause</p> <p>War
Exclusion
Clause</p> <p>Strikes
Exclusion
Clause</p> |
|--|---|

DURATION

- | | |
|---|---------------------------|
| <p>8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for commencement of the transit, continues during the ordinary course of transit and Clause terminates either</p> <p>8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p>8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either</p> <p>8.1.2.1 for storage other than in the ordinary course of transit or</p> <p>8.1.2.2 for allocation or distribution,</p> <p>8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel the final port of discharge, whichever shall first occur.</p> | <p>Transit
Clause</p> |
|---|---------------------------|

8.2	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
9.2	if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	Change of Voyage Clause
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
15	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
16	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of	Duty of Assured Clause
	16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,	
	and	
	16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Waiver Clause
17	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Reasonable Despatch Clause
AVOIDANCE OF DELAY		
18	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	
LAW AND PRACTICE		
19	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (FOSFA TRADES) (A113)

09.09.14(96)新產精發字第 960527 號函備查

1/7/85 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR CLAUSES (FOSFA TRADES) Agreed with The Federation of Oils, Seeds and Fats Associations

RISKS COVERED

- | | | |
|-----|--|------------------------------|
| 1 | This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by | Risks
Clause |
| 1.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| 1.2 | capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences or any attempt thereat | |
| 1.3 | derelict mines torpedoes bombs or other derelict weapons of war. | General
Average
Clause |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | |

EXCLUSIONS

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|-------|---|---|
| 3 | In no case shall this insurance cover | |
| 3.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| 3.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 3.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | General
Exclusions
Clause |
| 3.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 3.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against expenses payable under Clause 2 above) | |
| 3.6 | loss damage or expense caused by insolvency or financial default of the owners managers charters or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought agreed to buy the subject-matter insured in good faith under a binding contract | |
| 3.7 | any claim based upon loss of or frustration of the voyage or adventure | |
| 3.8 | loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 4 | In no case shall this insurance cover loss damage or expense arising from | |
| 4.1.1 | unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein | Unseaworthiness
and Unfitness
Exclusions Clause |
| 4.1.2 | unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants. | |
| 4.2 | Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply. | |
| 4.3 | The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination. | |

DURATION

- | | | |
|-------|--|-------------------|
| 5 | This insurance | |
| 5.1.1 | attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and | Transit
Clause |
| 5.1.2 | terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;
nevertheless,
<i>subject to prompt notice to the Underwriters and to an additional premium, such insurance</i> | |
| 5.1.3 | reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
and | |
| 5.1.4 | terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substitute port or place of discharge, whichever shall first occur. | |
| 5.2 | If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part | |

	as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2	
5.2.1	where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or	
5.2.2	where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.	
5.3	If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then <i>provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium</i> , such insurance reattaches	
5.3.1	in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;	
5.3.2	in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;	
	thereafter such insurance terminates in accordance with 5.1.4.	
5.4	The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.	
5.5	<i>Subject to prompt notice to Underwriters, and to an additional premium if required</i> , this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
	(For the purpose of Clause 5	
	"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge	
	"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)	
6	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
7	Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.	
CLAIMS		
8	8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
10	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Waiver Clause
12	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the Waiver subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice Clause the rights of either party.	
AVOIDANCE OF DELAY		
13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within Reasonable their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
14	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (FOSFA TRADES) (A114)

96.09.14(96)新產精發字第 960527 號函備查

1/7/85 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE STRIKES CLAUSES (FOSFA TRADES) Agreed with The Federation of Oils, Seeds and Fats Associations

RISKS COVERED

- | | | |
|-----|--|------------------------------|
| 1 | This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by | Risks
Clause |
| 1.1 | strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 1.2 | any terrorist or any person acting from a political motive. | |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General
Average
Clause |

EXCLUSIONS

- | | | |
|-------|---|---|
| 3 | In no case shall this insurance cover | |
| 3.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| 3.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | General
Exclusions
Clause |
| 3.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 3.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 3.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against expenses payable under Clause 2 above) | |
| 3.6 | loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought agreed to buy the subject-matter insured in good faith under a binding contract | |
| 3.7 | loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion | |
| 3.8 | any claim based upon loss of or frustration of the voyage or adventure | |
| 3.9 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter | |
| 3.10 | loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. | |
| 4 | In no case shall this insurance cover loss damage or expense arising from | Unseaworthiness
and Unfitness
Exclusions Clause |
| 4.1.1 | unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein | |
| 4.1.2 | unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants. | |
| 4.2 | Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply. | |
| 4.3 | The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination. | |

DURATION

- | | | |
|---------|---|---|
| 5 | 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for commencement of the transit, continues during the ordinary course of transit and terminates either | Transit
Clause |
| 5.1.1 | on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| 5.1.2 | on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| 5.1.2.1 | for storage other than in the ordinary course of transit or | |
| 5.1.2.2 | for allocation or distribution, | |
| 5.1.3 | on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea at the final port of discharge, whichever shall first occur. | |
| 5.2 | If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. | |
| 5.3 | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the of affreightment. | |
| 6 | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a Termination port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,</i> either | Termination
of Contract
of Carriage
Clause |

6.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or	
6.2	if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.	
7	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
CLAIMS		
8	8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value Increased of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Value Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
10	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Waiver Clause
12	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the Waiver subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice Clause the rights of either party.	
AVOIDANCE OF DELAY		
13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within Reasonable their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
14	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INFIDELITY CLAUSE (A116)

96.12.26(96)新產精發字第 960997 號函備查

Infidelity Clause

Excluding infidelity of the Assured, their employees and their agents whether occurring during normal working hours or not.

INLAND TRANSIT “ALL RISKS” CLAUSE (A117)

96.12.26(96)新產精發字第 960997 號函備查

Inland Transit “All Risks” Clause

This insurance is against All Risks of loss or damage to the subject matter insured but shall in no case be deemed to cover loss or damage or expense proximately caused by inherent vice or nature of the subject matter, including the risks of riots, strikes and civil commotion. Including War Risks etc. if waterborne.

CONTINGENT INSURANCE CLAUSE2 (A118)

96.12.26(96)新產精發字第 960997 號函備查

Contingent Insurance Clause2

Goods purchased by the Assured on “ FOB”, “C&F” or similar terms

It is hereby understood and agreed that the goods are at the Insurer's risk and that their liability to the Assured commences from the time the goods leave the Supplier's Factory, Warehouse, Store or Mill as if the Contract of Sale was “ex Suppliers' premises” notwithstanding that the goods and/or interest may have been purchased on “FOB”, “C&F” or similar terms, insurers being subrogated, subject to cover provisions detailed elsewhere herein, to the Assured's rights of recourse against the Suppliers or other parties.

Goods purchased by the Assured on CIF terms

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases the insurers shall be subrogated, subject to cover provisions detailed elsewhere herein, to all rights and remedies of the Assured against the Supplier and/or Supplier' Insurers and/or other parties and in no case shall this insurance contribute in the event of double insurance.

Seller's interest in respect of shipment sold by the Assured on FOB, C&F or similar terms

This Insurance is also to cover Seller's Contingent Interest on FOB or C&F or similar sales and is to cease when the interest is paid for by the buyer.

Claims are to be limited to the extent that the Buyer fails to pay for lost or damaged goods and provided that such claim is recoverable under the terms, clauses and conditions applicable hereunder, Insurers hereon are to be subrogated to the Assured's right against Buyers as well as other parties.

INSTITUTE BULK OIL CLAUSES (A119)

96.09.14(96)新產精發字第960527號函備查

1/2/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)
INSTITUTE BULK OIL CLAUSES

RISKS COVERED

- | | |
|--|---|
| <p>1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or contamination of the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 collision or contact of vessel or craft with any external object other than water</p> <p>1.1.4 discharge of cargo at a port or place of distress</p> <p>1.1.5 earthquake volcanic eruption or lightning,</p> <p>1.2 loss of or contamination of the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison</p> <p>1.2.3 leakage from connecting pipelines in loading transhipment or discharge</p> <p>1.2.4 negligence of Master Officers or Crew in pumping cargo ballast or fuel,</p> <p>1.3 contamination of the subject-matter insured resulting from stress of weather.</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> <p>3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the against such claim.</p> | <p>Risks
Clause</p> <p>General
Average
Clause</p> <p>"Both to
Blame Collision"
Clause</p> |
|--|---|

EXCLUSIONS

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| <p>4 In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>4.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>4.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against expenses payable under Clause 2 above)</p> <p>4.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>4.6 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> <p>5 5.1 In no case shall this insurance cover loss damage or expense arising from
 unseaworthiness of vessel or craft,
 unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured,
 where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter is loaded therein.</p> <p>5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p> <p>6 In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>7 In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>General
Exclusions
Clause</p> <p>Unseaworthiness
and Unfitness
Exclusions
Clause</p> <p>War
Exclusion
Clause</p> <p>Strikes
Exclusion
Clause</p> |
|--|---|

DURATION

- | | |
|--|---|
| <p>8 8.1 This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading at the place named herein the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein,
 or</p> <p>8.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein,
 whichever shall first occur.</p> <p>8.2 If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of insurance under 8.1 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, unless otherwise agreed by the Underwriters upon of prompt notice from the Assured.</p> <p>8.3 Subject to prompt notice being given to the Underwriters and to an additional premium if required by them, this insurance shall remain in force (until terminated under 8.1 or 8.2 above and subject to the provisions of Clause 9 below) during beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any other variation of the adventure provided such other variation is beyond the control of the Assured.</p> <p>9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is terminated otherwise than as provided in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall</p> | <p>Transit
Clause</p> <p>Termination
of Contract
of Carriage
Clause</p> |
|--|---|

	<i>remain in force, subject to an additional premium if required by the Underwriters, either</i>	
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
9.2	if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	Change of Voyage Clause
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	14.1 If any Increased Value Insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, the liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurance.	
15	Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:-	Adjustment Clause
	15.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities. The term "gross volume" in this Clause 15.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.	
	15.2 Adjustment shall be made to the calculation under 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.	
	15.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 15.1 and shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.	Not to Inure Clause
BENEFIT OF INSURANCE		
16	This insurance shall not inure to the benefit of the carrier or other bailee.	
MINIMISING LOSSES		
17	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	17.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	Waiver Clause
18	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Reasonable Despatch Clause
AVOIDANCE OF DELAY		
19	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	
LAW AND PRACTICE		
20	This insurance is subject to English law and practice.	English Law and Practice Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL CLAUSE FOR CHEMICAL IN BULK (A120)

96.09.14(96)新產精發字第 960527 號函備查

SPECIAL CLAUSE FOR CHEMICAL IN BULK

Requirements for survey and analysis prior to commencement of voyage

Warranted by the Assured that:

- 1) the ship's (including loading coastal tanker &/or barge) tanks be cleaned, tested and approved prior to loading of the goods,
- 2) the goods shall be analysed, gauged and weighed at port of loading (including the port of loading into coastal tanker &/or barge)
- 3) tanks of loading coastal tanker &/or barge be cleared out and dried up in full at completion of loading of the goods onto overseas vessel and
- 4) the satisfactory certificates as to above mentioned survey and analysis be given by Lloyd's other Authorized Surveyor.

Requirement for survey after arrival at port of discharge

Warranted that:

- 1) our Authorized Surveyor shall take sample of the goods at time of discharge and shall generally supervise the weighing, gauging, measuring and other operation for determination of condition of the goods, either prior to during, or at completion of discharge from the overseas vessel,
- 2) the ship's tanks be cleared out and dried up in full at completion of discharge from the overseas vessel into shore tank and
- 3) the satisfactory certificates as to above mentioned survey be given by our Authorized Surveyor.



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LABEL CLAUSE (A121)

96.09.14(96)新產精發字第 960527 號函備查

LABEL CLAUSE (applying to labeled goods)

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods.



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JETTY CLAUSE (A122)

96.09.14(96)新產精發字第 960527 號函備查

JETTY CLAUSE

It is a condition of this insurance that any loss or damage by Theft, Pilferage and/or Non-Delivery, Breakage and/or Bending and/or Denting and Rust claimable hereunder must be surveyed by a surveyor appointed by this Company's Agents stated in this Policy prior to removal of the goods from the customs at the port of destination, and in no event shall this company be liable for any loss or damage specified above occurred or found after the said survey.



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LABEL CLAUSE2 (A123)

96.12.26(96)新產精發字第 960997 號函備查

Label Clause2

In the event of a claim resulting in damage to labels or wrappers only, Insurers' liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall Insurers be liable for more than the insured value of damaged merchandise.

LETTER OF CREDIT CLAUSE (A124)

96.12.26(96)新產精發字第 960997 號函備查

Letter of Credit Clause

Notwithstanding the Conditions of this Contract it is agreed that Certificates and/or Policies may be issued hereunder to comply with the insurance requirements of any Letter of Credit and/or Sales Contract concerned, such agreement being conditional on the payment of any additional premium which may be required in the event that the cover required is wider than that provided by the current Contract Wording.

It is also agreed that regardless of conditions on which any Certificates and/or Policies may be issued pursuant to the foregoing, the Assured named herein shall continue to enjoy the full protection of this Contract.

LOADING/UNLOADING CLAUSE (A125)

96.12.26(96)新產精發字第 960997 號函備查

Loading/Unloading Clause

The term unloading is extended to include inter alia the movement by various means (including crane and/ or other lifting equipment) of insured property from the vehicle used for delivery to the premises or site.

However the extension will not include:

- (a) Any risks more specifically insured elsewhere
- (b) Any risks associated with or arising from the installation and/or testing if the Insured property
- (c) Movement of insured interest under own power.

LOADING/UNLOADING CLAUSE2 (A126)

96.12.26(96)新產精發字第 960997 號函備查

Loading/Unloading Clause2

The term unloading is extended to include inter alias the movement by various means (including crane and/or other lifting equipment) of insured property from the vehicle used for delivery to the premises or site.



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LOCATION CLAUSE (A127)

96.09.14(96)新產精發字第 960527 號函備查

LOCATION CLAUSE

Notwithstanding anything to the contrary contained in issued policy Underwriters' liability in respect of any one accident or series of accident arising from the same event in Forwarders' warehouse in XXXXX shall not exceed XXXXX.

MACHINERY CLAUSE (A128)

96.12.26(96)新產精發字第 960997 號函備查

Machinery Clause

In case of loss or damage to any part of a machine or other article, consisting when complete for sale or use of several parts, Insurers (if liable therefore under the terms of this insurance) shall only be liable for the proportion of the insured value applicable to the part or parts lost or damaged or, at the Assured's option, for the cost and expense of replacing, the part or parts lost or damaged (including forwarding charges and duty) and labour and installation charges necessary to restore the damages machine or article to its condition at time of shipment.

MARINE EXTENSION CLAUSES (A129)

96.12.26(96)新產精發字第 960997 號函備查

Marine Extension Clauses

This insurance specially to cover the goods during:

- i. deviation, delay, forced discharge, reshipment and transshipment,
- ii. any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.

In the event of the exercise of any liberty granted to the shipowner or charter under the contract of affreightment whereby such contract is terminated at a port or place other than original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided herein.

MARINE INSURANCE (50/50 CLAUSE) (A130)

96.12.26(96)新產精發字第 960997 號函備查

Marine Insurance (50/50 CLAUSE)

Where separate marine insurance has been effected by the insured it is agreed that in the event of loss of or damage to the insured property due to a peril insured against being discovered after the risk has terminated under the marine insurance and, if after proper investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to the termination of the marine venture or subsequently, it is understood and agreed that the insurer herein shall contribute 50% of the claim, such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between the insurer herein and the marine insurer in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the excess under this policy being different from the excess under the marine insurance policy, in settling claims as described above, each insurer shall deduct 50% of its appropriate excess from its 50% share of the adjusted claim.



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MECHANICAL AND/OR ELECTRICAL DERANGEMENT CLAUSE (A131)

96.12.26(96)新產精發字第 960997 號函備查

Mechanical and/or Electrical Derangement Clause

Excluding Mechanical and/or Electrical Derangement unless caused by and insured peril.

MYSTERIOUS DISAPPEARANCE CLAUSE (A132)

96.12.26(96)新產精發字第 960997 號函備查

Mysterious Disappearance Clause

Assurers/Underwriters shall not be liable for any loss, other than for non-delivery, that constitutes a mysterious disappearance or unexplained shortages and losses, discovered upon taking inventory.

NON-SURVEY CLAUSE (A133)

96.12.26(96)新產精發字第 960997 號函備查

Non-Survey Clause

Payment of claim:

"Notwithstanding anything to the contrary contained in the Institute Cargo Clauses and Important Clause, in case the claim amount is estimated to be not more than \$_____ or the equivalent in other currencies, the claims shall be paid upon the basis of the statement with photograph prepared by the Assured of the particulars of loss of or damage to the goods hereby insured, instead of a survey report."



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NOMINATED ADJUSTER (A134)

96.12.26(96)新產精發字第 960997 號函備查

Nominated Adjuster

For the assessment and adjustment of a loss, only international adjusters and/or its representatives shall be appointed under the mutual agreement between the insured and the insurer. The following adjuster would be the first priority to be assigned.



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ON DECK SHIPMENTS (A135)

96.12.26(96)新產精發字第 960997 號函備查

On Deck Shipments

It is hereby understood and agreed that the insured goods loaded on deck are insured at the same conditions as those loaded in hold/underdeck.

OPEN-TOP/FLAT CONTAINER SHIPMENT CLAUSE (A136)

96.12.26(96)新產精發字第 960997 號函備查

Open-Top/Flat Container Shipment Clause

It is hereby understood and agreed that the insured goods except machinery/equipment loaded on open-top &/or flat container are insured at the same conditions but excluding R.O.D. howsoever caused.



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OPEN-TOP &/OR FLAT CONTAINER SHIPMENTS CLAUSE2 (A137)

96.12.26(96)新產精發字第 960997 號函備查

Open-Top &/or Flat Container Shipments Clause2

It is hereby understood and agreed that the insured goods loaded on open-top &/or flat container are insured at the same conditions.

OVERLAND TRANSPORTATION CLAUSES (ALL RISKS) (A138)

96.12.26(96)新產精發字第 960997 號函備查

Overland Transportation Clauses (All Risks) **(Train, Truck)**

Risk Covered

1. This insurance covers, except as provided in clauses 2, 3 and 4 below:
 - 1.1 total or partial loss of or damage to the subject-matter insured caused in the course of transportation by natural calamities – windstorm, lightning, earthquake, flood etc, or by accident – collision, overturning or derailment of the conveyance, including grounding, stranding, sinking or collision of the craft in case crafts are employed and/or collapse of tunnel, landslide, fire, explosion etc.;
 - 1.2 reasonable cost incurred by the Assured in saving the subject-matter insured or averting or minimizing a loss recoverable under the Policy, provided that such cost shall not exceed the sum insured of the consignment so saved.
 - 1.3 all risk of loss of or damage to the subject-matter insured whether partial or total, arising from external causes in the course of transit.

Exclusions

2. In no case shall this insurance covers:
 - 2.1 loss damage or expense attributable to willful misconduct of the Assured;
 - 2.2 loss damage or expense whilst the vehicle carrying the subject-matter insured is left unattended;
 - 2.3 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured;
 - 2.4 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.4 “packing” shall be deemed to include stowage in a container or lift-van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servant);
 - 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured;

- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by risk insured against;
 - 2.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 2.8 loss damage or expense arising from the absence shortage or withholding of labor of any description whatsoever resulting from any strike, lockout, labor disturbance, riot and civil commotion.
3. In no case shall this insurance cover loss damage or expense caused by:
- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
 - 3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat;
 - 3.3 derelict weapons of war.
4. In no case shall the insurance cover loss damage or expense:
- 4.1 caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions;
 - 4.2 resulting from strikes, lock-outs, labor disturbances, riots or civil commotions;
 - 4.3 caused by any terrorist or any person acting from a political motive.

Commencement and Termination of Cover

5. Warehouse to Warehouse Clause:
- This insurance attaches from the time the subject-matter insured leaves the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit including incidental transit by craft until the subject-matter insured are delivered to the final destination or place of storage at the destination named in the Policy or to any other place used by the Assured for allocation or distribution of the goods. This insurance terminates on the expiry of seven (7) days upon arrival of the subject-matter insured at the final place/location of discharge or upon arrival at the final destination, whichever shall first occur.

Claims

6. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Benefit of Insurance

7. This insurance shall not inure to the benefit of the carrier or other bailee.

Duty of the Assured

8. It is the duty of the Assured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject the claim if and when such failure prejudice the rights of the Company:

- 8.1 The Assured shall take delivery of the subject-matter insured in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the subject-matter insured, the Assured shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the Policy. If the subject-matter insured is found short in entire package or packages or to show apparent traces of damage, the Assured shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant parties be responsible for such shortage or damage, the Assured shall lodge a claim to these parties in writing without delay, to ensure all rights are properly preserved and exercised.

- 8.2 The Assured shall take reasonable measures immediately in saving the subject-matter insured or preventing or minimizing a loss or damage thereto.

- 8.3 The following documents should accompany any claim hereunder made against this Company:

Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of loss or Damage and/or Short Delivery, Survey Report, Statement of Claim,

If any third party is involved, documents relative to pursuing of recovery from such third party should also be included.

Avoidance of Delay

9. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

Law and Practice

10. This insurance is subject to English law and practice.

OVERLAND TRANSPORTATION CARGO TRANSIT CLAUSES (A)(A139)

96.12.26(96)新產精發字第 960997 號函備查

Overland Transportation Cargo Transit Clauses (A)

1. Duration

This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit, continue during the ordinary course of transit and terminates on completion of unloading after delivery to the consignee's or other final warehouse or place of storage at the destination named herein.

2. Risks Covered

This insurance covers all risks of loss of damage to the subject-matter insured except as provided in Clause 3 below.

3. Exclusions

In no case shall this insurance cover

- (1) loss damage or expense attributable to willful misconduct of the Assured.
- (2) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
- (3) loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured.
- (4) loss damage or expense caused by disobedience of the Assured to traffic regulations about stowage of the subject-matter insured.
- (5) loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- (6) loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
- (7) loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.
- (8) loss damage or expense caused by war, civil war, revolution, rebellion, insurrection, strikes, riots, civil commotions and any terrorist or any person acting from political motive.

- (9) loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Benefit of insurance

This insurance shall not insure to the benefit of the carrier or the bailee.

5. Duty of the Assured

- (1) It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
 - a. to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - b. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

- (2) Measures taken by the Assured or the Underwriters with the object of saving, protecting, or recovering the subject-matter insured shall not be considered as a waiver or acceptance or abandonment or otherwise prejudice the rights of either party.

6. Avoidance of Delay

It is a condition of this insurance that the Assured shall act with reasonable in all circumstances with their control.

7. Law and Practice

This insurance is subject to law and practice of the Republic of China.



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OTHER INSURANCE (A140)

96.12.26(96)新產精發字第 960997 號函備查

Other Insurance

In case the interest is covered by other insurance (except as hereinafter provided), this Company's liability under this insurance shall be in such proportion as the sum insured herein bears such total amount insured.

PACKAGING CLAUSE (A141)

96.12.26(96)新產精發字第 960997 號函備查

Packaging Clause

Noted and agreed that cover under this Policy includes loss or damage to the packaging of the interests insured. Underwriters will be only responsible for the replacement cost of packaging.

PACKAGING CLAUSE2 (A142)

96.12.26(96)新產精發字第 960997 號函備查

Packaging Clause2

Customary Packing and Stowage in a container which is used by the Assured and/or Suppliers and/or Packers is hereon deemed to be adequate.

Underwriters will not deny their Liability with regards to "inadequate packing and/or protection claims" if not caused by intention by the Insured.

The assured agrees to assist insurers in all respects to pursue right of recovery against sellers and/or other responsible third parties, where such waiver is not released by Assured.

PACKAGING CLAUSE3 (A143)

96.12.26(96)新產精發字第 960997 號函備查

Packaging Clause3

Customary Packing and Stowage in a container which is used by the Assured and/or Supplier and/or Packer is hereon deemed to be adequate.

PARCEL POST INSURANCE-ALL RISKS (A144)

96.12.26(96)新產精發字第 960997 號函備查

Parcel Post Insurance – All Risks

The liability of this company to commence from the time of registration until delivery of the packages at destination. Delivery to either the addressee or final consignee if these parties be different shall constitute delivery within the terms of this policy. Warranted signature on Post Office Receipt Forms and delivery with seals intact shall be deemed proof of safe delivery.

Against all risks of physical loss or damage from any external cause irrespective of percentage, but in no case shall this insurance be deemed to cover loss of market, inherent vice or nature of the subject-matter insured, confiscation, detention, condemnation or destruction by Customs Postal or any other lawful authority on the grounds of illegality, misdescription, misdeclaration or misvaluation.

Including the risks of riots, strikes and civil commotions.

Including the risk of Theft, Pilferage & Non-delivery subject to the following clauses:

- A) It is hereby agree that this policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Post Office and/or Underwriters' Agents at the place of destination before taking delivery of the packages insured and a written proof of shortage obtained.
- B) It is hereby agreed that this policy covers the risk of Non-delivery of an entire package for which the liability of the Post Office or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods.

Underwriters to entitled to any amount recovered from the Post Office or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

In case of loss or damage under this policy claim must be immediately filed in writing against the Post Office or other carriers, and a copy thereof and of the reply thereto must accompany any claim presented under this policy.

PARCEL POST CLAUSES – ALL RISKS (A145)

96.12.26(96)新產精發字第 960997 號函備查

Parcel Post Clauses – All Risks

(Including sending by couriers)

Cover all risks of transit from the time posting until safely delivered as addresses. Warranted free of loss or damage caused by or arising from atmospheric of climate conditions, wear and tear, gradual deterioration or depreciation, moth, vermin or inherent vice or nature of the subject matter insured or delay and consequential loss.

Signature on post office form of receipt with seals intact shall be deemed proof of safe delivery. Including Strikes, Riots, Civil Commotions.



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PAYMENT OF LOSS (A146)

96.12.26(96)新產精發字第 960997 號函備查

Payment of Loss

In case of loss, such loss to be paid in ____ days after proof of loss and proof of interest in the property hereby insured. Proofs of loss to be authenticated by the agent of Underwriters, if there be one at the place such proofs are taken.

PARCEL POST INSURANCE (A147)

96.09.14(96)新產精發字第 960527 號函備查

PARCEL POST INSURANCE

The liability of this Company to commence from the time of registration until delivery of the packages at destination.

This insurance is against all risks of loss and/or damage to subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

Including the risks of Theft, Pilferage & Non-Delivery subject to the following clauses:

- A) It is hereby agreed that this policy covers the risk of Theft &/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Post Office &/or Underwriters' Agents at a written proof of shortage obtained.
- B) It is hereby agreed that this policy covers the risk of Non-Delivery of an entire package for which the liability of the Post Office or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods.

Claims for loss or damage within the terms of these clauses shall be payable irrespective of percentage.

Underwriters to be entitled to any amount/re-covered from the Post Office or other carrier in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

In case of loss or damage under this policy claim must be immediately filed in writing against the Post Office, or other carrier, and a copy thereof and of the reply thereto must accompany any claim presented under this policy.

Post Office Receipt for the Registered Parcel Post will be required as proof in case of claim.

POSSESSION AND CONTROL CLAUSE (A148)

96.12.26(96)新產精發字第 960997 號函備查

Possession and Control Clause

In the event of loss or damage from a peril insured herein to goods or merchandise carrying a brand or trademark or implying a guarantee of the manufactures or of the Assured, the salvage value of such damaged goods or merchandise shall, at the option of the assured, be determined after removal of all brands or trademarks. The Assured shall retain control of all damaged goods or merchandise and such goods or merchandise shall not be resold or otherwise disposed of without the Assured's consent. The Assured agrees wherever practicable to recondition and sell such goods or merchandise after removal of all brands and trademarks.

POSSESSION AND CONTROL CLAUSE2 (A149)

96.12.26(96)新產精發字第 960997 號函備查

Possession and Control Clause2

In the event of loss or damage from a peril insured herein to goods or merchandise carrying a brand or trademark or implying a guarantee of the manufacturers or of the assured, the salvage value of such damaged goods or merchandise shall, at the option of the assured, be determined after removal of all brands or trademarks. The Assured shall also have full right to the possession of all goods involved in any loss under this Policy and shall retain control of all damaged goods and the exercising reasonable discretion shall be deemed the sole judge.

PROCESS CLAUSE (A150)

96.12.26(96)新產精發字第 960997 號函備查

Process Clause

This insurance remains in full force whilst the subject-matter insured is under any process but in no case shall extend to cover loss or damage thereto solely caused by such process (or resulting therefrom.)

PROCESSING CLAUSE (A151)

96.12.26(96)新產精發字第 960997 號函備查

Processing Clause

It is noted and agreed that this insurance shall remain in force whilst the subject-matter insured is stored in the approved storage locations specified in the policy for processing but excluding loss of or damage to the subject-matter insured caused by or resulting from (A) and/or (B) below, unless the loss or damage is caused by Fire and/or Explosion in consequence of (A) and/or (B) below:

- (A) Fault or defect of processing operation, or
- (B) Derangement, stoppage, defect or breakdown of processing machines and/or facilities, unless caused by fire of the processing factory.

Excluding risks of War, Strikes, Riot, Civil Commotion and Terrorism whilst the subject-matter insured is stored at the approved storage locations.

PROFIT SHARING CLAUSE (A152)

96.12.26(96)新產精發字第 960997 號函備查

Profit Sharing Clause

This insurance is subject to a profit sharing plan to be applicable to the premium and loss figures developed during the policy year commencing and each policy year thereafter, on the following basis:

- A. Gross cargo premiums less all returns during each policy year.
- B. less ____ percent of marine premium as stated in item A above.
- C. less all paid and outstanding claims occurring on shipments made during the policy year. (such claims to be reduced by the amount of recoveries made, if any)
- D. The balance remaining after Item C above is deemed to be the profit for the purposes of this plan and the Assured shall be entitled to a return of percent of this profit.
- E. In case a deficit appears in Item D above, ____ years deficit clause is to apply as follows:
Deficit in one underwriting year shall be transferred to the subsequent underwriting year, years against profit until a profit is shown to wipe out deficit or until the end of three consecutive year after the policy in which the loss(es) occurred, then deficit is dropped out.
- F. At the end of ____ months following the end of each policy year, a provisional adjustment of the estimated profit shall be paid by the Insurer. A final adjustment shall be made when outstanding losses, if any, of this policy year are closed or subject to mutual agreement between the Insurer and the Assured with respect to any outstanding losses or recoveries.

PROFIT COMMISSION AGREEMENT (A153)

96.12.26(96)新產精發字第 960997 號函備查

Profit Commission Agreement

It is understood and agreed that the Underwriters subscribing herein will allow a Profit Commission after _____ () months anniversary subject to:

1. Renewal with same Underwriters and Brokers
2. Loss ratio is under ___%

Profit commission will be paid at the following days:

1. If loss is nil, ___% of gross premium
2. A flat ___% at gross premium if loss ratio below ___%

Loss ratio hereby shall mean incurred loss and any claim expenses divided by gross premium.

An initial adjustment under this Profit Commission Agreement shall be made on or about _____ () months following the policy year concerned. Subsequent additional adjustments shall be made with respect to each policy year on or about the anniversary of each respective initial adjustment, which shall take into consideration claim payments or reserves and all recoveries received subsequent to the last adjustment.

No profit commission shall be paid for the prior year following cancellation of this policy.

PROFIT SHARING AGREEMENT (A154)

96.12.26(96)新產精發字第 960997 號函備查

Profit Sharing Agreement

Subject to continuation of this policy the ensuring _____(____) months after each _____(____) months anniversary, the company agrees to return to the Assured a profit commission of ____% of the net ascertained profit in respect of this policy year.

The net ascertained profit shall be calculated by deducting the “debit” from the “credit” as follows

CREDIT

_____ % of gross marine premium less all return of premium

DEBIT

- (1) All paid claims and related expenses less any salvage and recoveries occurring on shipments made during the policy year.
- (2) Underwriters’ reserves for all claim outstanding and related expenses occurring on shipment made during the policy year.
- (3) Deficit, if any, brought forward from the previous year’s profit commission calculation provided that no such deficit shall be carried forward for more than _____(____) year.

An initial adjustment under this Profit Sharing Agreement shall be made on or about _____(____) months following the policy year concerned. Subsequent additional adjustments shall be made with respect to each policy year on or about the anniversary of each respective initial adjustment, which shall take into consideration claim payments or reserves and all recoveries received subsequent to the last adjustment.

Premiums losses reserves and recoveries as recorded in this Company’s records shall be accepted by the Assured for the purpose of Profit Sharing calculations.

No Profit share shall be paid for the prior year following cancellation of this Policy.

PROFIT SHARING AGREEMENT2 (A155)

96.12.26(96)新產精發字第 960997 號函備查

Profit Sharing Agreement2

The company agrees to return to Assured a profit commission of ___% of the net ascertained profit in respect of this policy year.

The net ascertained profit shall be calculated by deducting the “debit” from the “credit” as follows:

CREDIT

___% of gross marine premium less all return of premium.

DEBIT

- (1) All paid claims and related expenses less any salvage and recoveries occurring on shipments made during the policy year.
- (2) Underwriters’ reserves for all claim outstanding and related expenses occurring on shipments made during the policy year.

Loss ratio hereby shall mean incurred loss and any claim expenses divided by gross premium.

The adjustment, under this Profit Sharing Agreement shall be made on or about _____ () months during the policy year.

Profit sharing will only apply when the marine premium as defined herein in excess of \$_____ based on this whole project.

PROFIT SHARING CLAUSE2 (A156)

96.12.26(96)新產精發字第 960997 號函備查

Profit Sharing Clause2

The net ascertained profit shall be calculated by deducting the “debit” from the “credit” as follows:

Credit

___ % of gross marine premium

Debit

All paid claims compensation occurring on shipment made during the policy year.

Subject to (1) Continuation of this policy for the ensuing ___ months after each ___ months anniversary, the insurer(s) agrees to the Assured a profit commission of ___% of the net ascertained profit in respect of the policy year.

(2) If the insurer(s) renews this policy but co-insures with other insurer(s) for the ensuing ___ months, the insurer(s) agrees to the Assured a profit commission of ___% of the net ascertained profit in respect of the policy year and times the percentage of co-insurance in respect of ensuing year.

(3) If the insurer(s) does not renew this policy for the ensuing ___ months, the insurer(s) agrees to the Assured a profit commission of ___% of the net ascertained profit in respect of the policy year.

PROFIT COMMISSION (A157)

96.12.26(96)新產精發字第 960997 號函備查

Profit Commission

For any new location with stock value exceeding USD _____ but not exceeding USD _____, a rate of ___% shall be applied for additional premium. For any new or existing location with stock value exceeding USD _____, additional premium to be agreed by Underwriter.

PROFIT COMMISSION:

It is agreed that Underwriters shall allow a Profit commission of ___% on the actual profit achieved for the policy year commencing _____. Such profit Commission shall be calculated in accordance with the following formula, but not before __ months after the expiry of the period to which this Profit Commission is applicable, and subject to renewal of the Contract with _____ through _____.

CREDIT

1. _____% of the Gross Premiums (after deductions of any returns) received by Underwriters within __ months after the expiry of the applicable policy year. It is understood and agreed that the Gross Premium on which the Profit Commission shall be calculated is based upon the primary insurance premium and for purpose of adjustment the Gross Premium shall not exceed USD _____.

DEBIT

1. Claims paid (after any refunds), and expenses incurred, less salvages and recoveries received.
2. Outstanding losses advised (Underwriters' estimates where applicable)
3. Debit balance if carried forward from previous years' Profit Commission statements.

In the event of the Statement showing an excess of Debit over Credit such remaining debit shall be brought into the Statement of the ensuing period or periods until a net profit is restored, but not beyond the statement of the __ annual period from which the loss occurred. If the total of the credit items exceed the total of the debit items, the difference shall represent the Profit on which the Profit Commission is calculated.

The Profit Commission shall be subject to readjust in the event of change to the figures on which Profit Commission was calculated.



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PAYMENT OF CLAIM CLAUSE (A158)

96.12.26(96)新產精發字第 960997 號函備查

Payment of Claim Clause

Loss, if any, shall be payable to the Assured or order, or to proper holders of the Insurance policy or Declaration issued hereunder.



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PAYMENTS ON ACCOUNT (A159)

96.12.26(96)新產精發字第 960997 號函備查

Payments on Account

保險標的物因保險事故所致之毀損滅失，其金額已確定部份，得先預付部份賠款予被保險人，惟該先行預付之賠款須於理算完成後由應賠付之金額中扣除。



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PETTY CLAIM CLAUSES (A160)

96.12.26(96)新產精發字第 960997 號函備查

Petty Claim Clauses

(Applying to Import Cargoes and Inland-Transit Cargoes only)

In case of loss or damage not exceeding \$_____ (DOLLARS_____ ONLY)
or equivalent currency, it is hereby agreed that the relative documents bearing
the signature of a manager in charge of _____ shall be deemed as
the survey report of documentary evidence required in the Claim
Documentation Clause.

RECOVERY CLAUSE (A161)

96.12.26(96)新產精發字第 960997 號函備查

Recovery Clause

In the event of loss or damage which may result in a claim hereunder, underwriters agree to the appointment of _____ to undertake such recovery action as may appropriate.

REINSTATEMENT OF SUM INSURED CLAUSE (A162)

96.12.26(96)新產精發字第 960997 號函備查

Reinstatement of Sum Insured Clause

In consideration of the Sum Insured not being reduced by the amount of any loss or damage, the assured shall pay the appropriate premium on such amount from the date of loss/accident to the expiry of the current period of insurance.

REPLACEMENT BY AIR CLAUSE (A163)

96.12.26(96)新產精發字第 960997 號函備查

Replacement by Air Clause

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the Assureds consider it necessary to forward replacement by Air, Insurers/Underwriters will pay the extra costs so involved, notwithstanding that the original consignment was not dispatched by Air.

REPLACEMENT BY AIR CLAUSE2 (A164)

96.12.26(96)新產精發字第 960997 號函備查

Replacement by Air Clause2

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the Assured consider it necessary to forward replacements of parts or components for repair by Air, Underwriters/Assurers will pay the extra costs so involved, notwithstanding that the original consignment was not dispatched by Air.

In no case the extra costs plus repair cost shall exceed the insured value of the damaged goods.



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RETURN OR REFUSED SHIPMENT CLAUSE (A165)

96.12.26(96)新產精發字第 960997 號函備查

Return or Refused Shipment Clause

In the event of returned shipments (damaged or defective or otherwise, including packaging), or the refusal or inability of the insured or other consignee to accept delivery of the goods or merchandise insured hereunder, this insurance is extended to cover such shipments, subject to the original insured value and insuring conditions during the period of delay and/or return or otherwise disposed of.

RETURN SHIPMENT CLAUSE (A166)

96.12.26(96)新產精發字第 960997 號函備查

Return Shipment Clause

In the event of refusal or inability of the Assured or other consignee to accept delivery of goods or merchandise insured hereunder, this insurance is extended to cover the returned voyage of such shipments, subject to the original insured value and insuring conditions. Such shipments shall be included into monthly declaration.

This insurance is also extended to cover the re-export or re-import voyage provided that the goods or merchandise insured hereunder is merchantable and fit for the purpose of selling or buying.

RETURNED &/OR RECALLED GOODS AND EQUIPMENT CLAUSES (A167)

96.12.26(96)新產精發字第 960997 號函備查

Returned &/or Recalled Goods and Equipment Clauses

Shipments upon which delivery to the Assured and/or Consignee cannot be accomplished because of refusal of acceptance and which are returned for this or any other reason are held covered while at risk of the Assured until sold or otherwise disposed of, subject to terms and conditions of this Policy.

REMOVAL OF DEBRIS CLAUSE (A168)

96.12.26(96)新產精發字第 960997 號函備查

Removal of Debris Clause

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- (1) any expenses incurred in consequence of or to prevent or mitigate pollution liability therefrom.
- (2) the cost of removal of cargo from any vessel or craft.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but be limited to a further ____% of the insured value of the goods lost or damaged.

SPECIAL WARRANTY FOR STEEL CARGO IN BULK (A169)

96.12.26(96)新產精發字第 960997 號函備查

Special Warranty for Steel Cargo in Bulk

It is hereby warranted that

- 1 Surveys at the ports of loading and discharge shall be conducted by Lloyds' surveyors or others approved by the Underwriters to certify weight and number of pieces of the insured cargo. Such survey fees shall be at the expense of the Assured.
- 2 The age of the carrying vessel shall not exceed 20 years.
Additional premiums are required of the carrying vessel between the ages of 11 and 20 in accordance with the current "Marine Cargo Overage Surcharge Scale for Shipments by Vessel Held Covered" issued by "The Non-Life Insurance Association of The Republic of China."
- 3 In no case shall the carrying vessel be employed for the last voyage &/or for break-up.
- 4 This insurance shall not cover shortage in weight if meanwhile there is no shortage in quantity of pieces, and vice versa. However, in case of shortages both in weight and quantity of pieces, this insurance shall only cover whichever is lesser of the losses.
- 5 This insurance shall not cover loss/damage expenses or liability as a result of rust, oxidation, discoloration, but shall still cover loss/damage expenses or liability as a result of rust, oxidation, discoloration, caused of by the risks covered within the scope of Institute Cargo Clauses (C) and must be proved by ocean carrier's certified damage report.

散裝鋼品特約條款

茲特別約定

- 1 被保險貨物之件數與重量應委由勞依茲或其他經保險人認可之公證人辦理裝卸貨公證事宜，公證費用由被保險人支付。
- 2 載運船舶的船齡不得逾越 年；船齡在 至 年以內者，依中華民國產物保險商業同業公會編定之「承保貨物海上保險逾齡船舶加費表」加收船舶逾齡加費。
- 3 載運船舶不得為該船之最後航次及/或待解體者。
- 4 本保險對被保險貨物件數或重量的任一單項發生短損不負賠償責任，倘件數及重量同時均有短損時，以二者較少之項目賠付。
- 5 本保險不承保被保險貨物因生鏽、氧化、變色等所致之損失/損害、費用或責任，但仍承保因 ICC (C)承保事故所造成生鏽、氧化、變色等所致之損失/損害、費用或責任，且此意外事故須有海上運送人出具事故證明者為限。



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REPLACEMENT CLAUSES-SECONDHAND MACHINERY (A170)

96.09.14(96)新產精發字第 960527 號函備查

REPLACEMENT CLAUSES-SECONDHAND MACHINERY

In the event of claim for loss or damage to any part of the insured interest in consequence of a peril covered by the policy the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding & re-fitting the new part or parts in incurred.

SMALL CLAIMS CLAUSE (A171)

96.12.26(96)新產精發字第 960997 號函備查

Small Claims Clause

It is hereby declared and agreed that the survey is not required for minor claims under the amount of \$_____ or its equivalent in other currency per occurrence are subject to the following conditions being complying with:

1. Notice of loss should be given to the insurer in writing within one month after the insured voyage terminates and the concealed damage clause applied.
2. The assured shall provide the insurer with relevant document and photos to substantiate the claims.

SMALL CLAIMS CLAUSE2 (A172)

96.12.26(96)新產精發字第 960997 號函備查

Small Claims Clause2

It is agreed that the Assureds can file a direct claim against the Insurers/Assurers/Company without need of the presentation of a survey report for any case where the claimed amount is less than \$_____ or its equivalent in another currency.

The following documents / information are to be supplied:

- Incident report form;
- Copy of invoice, B/L, Packing List, Damage Report and Photo;
- Correspondence with carriers ;
- Statement of claim.



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SMALL CLAIMS CLAUSE3 (A173)

96.12.26(96)新產精發字第 960997 號函備查

Small Claims Clause3 **(Maximum \$ _____ without survey)**

Underwriters agree that in respect of goods insured which have been lost or damaged by an Insured Peril covered under the terms of this Open Cover, to settle claims in respect of any one accident or occurrence up to a maximum of \$ _____ on production by the Insured or their Agents or Assignees of all documentation required by Underwriters to prove such loss or damage without the report of an Independent Surveyor.

SEVERAL LIABILITY NOTICE/CLAUSE (A174)

96.12.26(96)新產精發字第 960997 號函備查

Several Liability Notice/Clause

The subscribing Insurers'/Assurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers'/Assurers are not responsible for the subscription of any co-subscribing Insurers'/Assurers who for any reason does not satisfy all or part of its obligations.



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要保人可透過本公司網站<http://www.skinsurance.com.tw>
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SAMPLES CLAUSES (A175)

96.12.26(96)新產精發字第 960997 號函備查

Samples Clauses

Coverage hereon is extended to include Samples, whilst anywhere in the World, in the care, custody or control of the Assured and/or their employees and/or their representatives.

Subject to a sub-limit of \$_____ any one Conveyance or Location and deductible \$_____.

SECONDHAND MACHINERY REPLACEMENT CLAUSES (A176)

96.12.26(96)新產精發字第 960997 號函備查

Secondhand Machinery Replacement Clauses

In the event of claim for loss or damage to any part of the insured interest in consequence of a peril covered by the policy the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding & re-fitting the new part or parts if incurred.

SECOND-HAND REPLACEMENT CLAUSES2 (A177)

96.12.26(96)新產精發字第 960997 號函備查

Second-hand Replacement Clauses2

In the event of claim for loss or damage to any part of the Insured interest in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of a new machine, plus additional charges for forwarding and refitting the new part or parts if incurred.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.



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SELLER' S INTEREST IN RESPECT OF SHIPMENTS SOLD BY THE ASSURED ON "FOB" , " C&F" OR SIMILAR TERMS (A178)

96.12.26(96)新產精發字第 960997 號函備查

Seller's Interest in Respect of Shipments Sold by the Assured on "FOB", "C&F" or Similar Terms

This insurance is also to cover the Seller's contingent interest on FOB, C&F or similar sales and is to cease when the interest is paid for by the Buyer.

Claims are to be limited to the extent that the Buyer fails to pay for lost or damaged goods and the Assurers are to be subrogated to the Assured's rights against Buyers as well as other parties.

SHIPPING EXPENSES CLAUSES (A179)

96.12.26(96)新產精發字第 960997 號函備查

Shipping Expenses Clauses

When the subject-matter insured is not delivered to the destination contemplated due to circumstances beyond the control of the Assured this insurance also to pay any charges incidental to shipping which have been or may be incurred by the Assured.

SPECIAL INSPECTION CLAUSES (A180)

96.12.26(96)新產精發字第 960997 號函備查

Special Inspection Clauses

It is noted and agreed that this insurance shall remain in force whilst the subject-matter insured is stored in the approved storage locations specified in the policy for inspection but excluding loss of or damage to the subject-matter insured caused by or resulting from (A) and/or (B) below, unless the loss or damage is caused by Fire and/or Explosion in consequence of (A) and/or (B) below:

- (A) Fault or defect of inspection operation, or
- (B) Derangement, stoppage, defect or breakdown of inspection machines and/or facilities, unless caused by fire at the storage warehouse.

Excluding risks of War, Strikes, Riot, Civil Commotion and Terrorism whilst the subject-matter insured is stored at the approved storage locations.



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SPECIAL REPLACEMENT CLAUSE (AIR FREIGHT) (A181)

96.12.26(96)新產精發字第 960997 號函備查

Special Replacement Clause (Air Freight) **(Applicable to the Goods to be Carried by Air)**

It is specially understood and agreed that charges for forwarding part or parts for replacement or repair provided for in the Institute Replacement Clause attached hereto shall also include those for forwarding by air.

SPECIAL REPLACEMENT CLAUSE (DUTY) (A182)

96.12.26(96)新產精發字第 960997 號函備查

Special Replacement Clause (Duty)

Notwithstanding the provision in the Institute Replacement Clause attached hereto, it is specially understood and agreed that This Company shall also be liable to pay for loss, if any, sustained by payment of duty on part or parts for replacement or repair in case the full duty is not included in the amount insured.

SPECIAL TRANSIT CLAUSE (A183)

96.12.26(96)新產精發字第 960997 號函備查

Special Transit Clause

Notwithstanding anything contained herein to the contrary (excepting coverage against War Risks), it is specially understood and agreed that this insurance shall remain in force, even if the goods hereby insured are stored for storage other than in the ordinary course of transit or for allocation or distribution after discharge from the oversea vessel (aircraft) at the final port of discharge, until the expiry of ___ days after completion of discharge oversee of the goods from the oversea vessel (aircraft) or until delivery of the goods to the consignee's or other final warehouse or place of storage at the destination, wherever shall first occur.



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SPECIAL WARRANTY (A184)

96.12.26(96)新產精發字第 960997 號函備查

Special Warranty

Notwithstanding anything contained herein to the contrary (excepting coverage against War Risks), it is specially understood and agreed that this insurance shall remain in force, even if the goods hereby insured are stored for storage other than in the ordinary course of transit or for allocation or distribution after discharge from the oversea vessel (aircraft) at the final port of discharge, until the expiry of ___ days after completion of discharge overside of the goods from the oversea vessel (aircraft) or until delivery of the goods to the consignee's or other final warehouse or place of storage at the destination, wherever shall first occur.



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SPECIAL WARRANTY FOR STEEL PRODUCTS (A185)

96.09.07(96)新產精發字第 960527 號函備查

SPECIAL WARRANTY FOR STEEL PRODUCTS

It is hereby warranted that

1. This insurance is free from any liability for shortage in weight or alternatively number of pieces of the insured cargo. In case of shortage both in weight and number of pieces, it shall be payable for whichever is less.
2. This insurance only covers any loss, damage, expense or liability as a result of contacting with sea water.
3. Surveys should be conducted by our authorized surveyor after arrival at port of discharge. If the goods sustain the loss of shortage, the Assured should obtain the exception list issued by the carriers to substantiate the loss.
4. In no case shall the carrying vessel be employed for the last voyage and/or for break-up. The age of the carrying vessel shall not exceed 20 years.
5. The Assured should give prompt notice of the carrying vessel's name and sailing date in written form before shipment.

SPECIAL CLAUSE FOR MARINE/EAR 50/50 CLAUSE (A186)

96.12.26(96)新產精發字第 960997 號函備查

Special Clause for Marine/EAR 50/50 Clause

In the event of loss of or damage to insured interest which is simultaneously the subject to Claims under this Policy and under EAR Insurance Policy being discovered after the risk has terminated under Marine Insurance Policy and after proper investigation, it is not possible to ascertain whether the cause of such loss or damage happened before such termination of the risk or thereafter, it is understood and agreed that the insurers hereon shall contribute 50% of the adjusted Claim provided the EAR Insurers also agree to contribute 50% such contribution to be without prejudice to subsequent final apportionment as between such insurers and insurer hereon.

STANDARD CONDITIONS FOR CARGO CONTRACTS (A187)

96.12.26(96)新產精發字第 960997 號函備查

Standard Conditions for Cargo Contracts

This contract is to insure the subject-matter specified for the transit and on the conditions named shipped by or for account of _____ or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or no insurable interest being acquired.

This contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.

It is a condition of this contract that the Assured are bound to declare hereunder every consignment without exception, Underwriters being bound to accept up to but not exceeding the limit of liability in respect of any one vessel, aircraft, conveyance or location specified in this contract.

The Assured warrant that during the currency of this contract, all shipments to which this contract attaches will be insured with the Underwriters, failure to do so shall at however, agreed that this Open Policy shall not be prejudiced by any omission of, error and/or delay in making declaration, except for those made international or by gross negligence, provided prompt notice be given to the Underwriters as soon as the said omission, error and/or delay has become known to the Assured and subject to the adjustment of premium if required.

In the event of loss, accident or arrival before declaration of value, it is agreed that the basis of valuation specified in this contract shall apply.

The institute clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and Provided that Underwriters shall have given at least ___ days notice thereof, then the revised institute clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

SUBROGATION/WAIVER CLAUSE (A188)

96.12.26(96)新產精發字第 960997 號函備查

Subrogation/Waiver Clause

It is agreed that upon payment of any loss, the Insurers/Assurers are subrogated to all the rights of the Insured to the extent of such payment. Any written release or waiver of liability entered into by the Assured/Insured in the normal course of their business prior to loss hereunder shall not affect/alter this insurance or the right of the Assured/Insured to recover hereunder. The right of subrogation against the Insured's subsidiary, affiliated, or associated corporation or companies, joint ventures, partnerships or any other corporations or companies associated with the Assured/Insured through ownership or management is waived.

In the event of any payment under this policy, the Insurers/Assurers shall be subrogated to the extent of such payment to all the Assured's rights of recovery therefore. The Insured/Assured shall execute all papers required and shall do anything that may be necessary to secure such right. The Insurers/Assurers will act in concert with all other interests concerned, i.e., the Insured/Assured and any other Insurers/company(ies) participating in the payment of any loss as primary or excess Insurers/Assurers, in the exercise of such rights of recovery. If any amount is recovered after deducting the costs of recovery such amount shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense or proceedings shall be borne proportionately by the interests instituting the proceedings.

SELLER' S/BUYER' S CONTINGENT INTEREST (A189)

96.12.26(96)新產精發字第 960997 號函備查

Seller's/Buyer's Contingent Interest

Interest sold by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect payment for lost or damaged interest provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance. Interest purchased by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect claim for lost or damaged interest from other insurers provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

This Policy shall also pay for loss or damage in the event that, and to the extent that other parties responsible to insure fail to do so or where such insurance fails to respond to the extent that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

Subject to the following:

Warranted that cover under this clause shall be for the benefit of the named Assured only Warranted that the existence of this contingency insurance shall not be disclosed to the customer, or any other party interested in the consignment.

All rights and benefits against any other parties or person/s are to be subrogated to the Insurer.

SUBCONTRACTOR PREMISES CLAUSE (A190)

96.12.26(96)新產精發字第 960997 號函備查

Subcontractor Premises Clause

This policy extends to cover the insured goods whilst contained in the Assured's sub-contractors' premises. It is noted and agreed that nothing in this clause shall be taken to alter or increase the Assurers limit liability as set out herein.

SPECIAL WARRANTY(漁獲條款) (A192)

96.12.26(96)新產精發字第 960997 號函備查

Special Warranty(漁獲條款)

Claim, if any, be payable under this policy:

Subject to the Insured terms and conditions and exclusions of the carting vessel and to follow its settlement in all respects. Basis of claims settlement to be reported daily by radio to the fishing base.

Basis of valuation highest market value on the day of commencement of returning voyage. The quantities and kind of catch should be logged and be available to underwriter on request. This insurance covers total loss only following actual total loss and/or constructive total loss of the carrying vessel including expenses incurred to catch arising from General Average, Salvage Charge, Sue and Labour.

In no case shall this insurance cover loss damage or expenses caused by War and SRCC risks subject to Institute Extended Radioactive Contamination Exclusion Clause. Warranted fishing activities are prohibited.

Deductible ___% for any one loss or expenses also apply to total loss and/or constructive total loss.

SPECIAL CLAUSE FOR FISHING PRODUCTS (A193)

96.12.26(96)新產精發字第 960997 號函備查

Special Clause for Fishing Products

The amount insured stated on this policy represents the underwriter's maximum liability under this insurance. However, in the event of loss prior to landing on to Quay, the actual amount insured claimable and underwriter's liability to be calculated on the last radioed advice to the Fishery bureau, or the SSB advice to the vessel's owners.

Warranted that radio or SSB advice to be given to vessel's owners on a regular basis and to state date, types of catch and position of vessel, all of that should be lodged in the books of the vessel's owners available at any time for underwriter's examination if required.

This insurance will be cancelled at the underwriter's option subject to ___ days cancellation clause.

72 HOUR CLAUSE (A194)

96.12.26(96)新產精發字第 960997 號函備查

72 HOUR CLAUSE

For the purpose of the application of any deductible under this policy all physical loss, destruction or damage resulting from earth movements, rock falls and the like, water damage, bushfires, subsidence, collapse, earthquake, typhoon, flood, storm and tempest, cyclone occurring each period of 72 consecutive hours shall be considered as one event whether the peril insured is continuous or sporadic in its sweep and scope and irrespective of whether the physical loss, destruction or damage was due to the same condition or not. Each event shall be deemed to commence on the first happening of any physical loss, destruction or damage from the perils insured not within the period of any previous event.

However, where it can be established that physical loss, destruction or damage has occurred from the same condition over a period in excess of 72 consecutive hours, only one deductible shall be applicable to all physical loss, destruction or damage resulting therefrom.

50/50 CLAUSES (A195)

96.12.26(96)新產精發字第 960997 號函備查

50/50 CLAUSES

All the request and option of the insured the policy will be deemed to be subject to the following clause.

Upon the arrival of the materials at the contract site they are to be inspected by the contractor for possible damage incurred during transit. In the case of unpacked goods where damage is evident such damage is to be reported under the Marine cover.

In the case of packed goods which are left in their packing until a later date, the packing is to be visually inspected for signs of possible damage to the goods. If any sign of damage is visible, the goods themselves are to be unpacked and inspected. Any damage discovered is to be reported under the Marine Insurance.

When the packing of the goods manifests no sign of damage and the goods are therefore left packed, any damage discovered when they are unpacked will be assumed to have occurred during sea or air transit unless there is clear evidence from the nature of the damage that it could only have occurred after expiry of the damage was caused the settlement of the loss will be shared equality between Marine Insurance and Contract Works Insurance.

VOYAGE CLAUSE (A196)

96.12.26(96)新產精發字第 960997 號函備查

VOYAGE CLAUSE

The insurance hereunder attaches from the time the insured goods becomes the Assured's risk or the Assured assumes interest and continues whilst the insured goods is in transit or in store or during processing or manufacturing or elsewhere including whilst held as stock (at warehouse or elsewhere) and whether or not in the course of transit until the Assured's risk and/or interest finally ceases or upon delivery to final destination, whichever shall first occur.

Including any interest held for purpose of consolidation and/or whilst in Customs and during transshipment and craft risks whether customary or otherwise.

Including cover throughout all loading and unloading, lifting, hoisting operations.

Specifically including coverage in respect of subject-matter insured to, from or whilst at exhibitions, trade fairs or similar displays.

SHORTAGE CLAUSE (A197)

96.12.26(96)新產精發字第 960997 號函備查

Shortage Clause

It is agreed that these Insurer are to pay for shortage of contents (meaning thereby the difference between the number of package as per Shipper's and/or Supplier's Invoice and/or Packing List loaded or alleged to have been laden in the container and the count of packages removed therefore taken by the Assured and/or their Agent at the time of container emptying) howsoever, wheresoever and whensoever occurring but EXCLUDEING liability for any such loss which can be attributed unequivocally to the forcible entry of the container which occurred following its delivery to store, warehouse or factory of the Consignee at the destination to which the goods are insured.

TERMINATION OF TRANSIT CLAUSE (TERRORISM) (A198)

96.12.26(96)新產精發字第 960997 號函備查

Termination of Transit Clause (Terrorism)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either

1.1 As per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of ____ days after completion of discharge overseaside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of ____ days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of transit terminating again in accordance with clause 1.

This clause is subject to English law and practice.



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TERMS OF SALE CLAUSE (A199)

96.12.26(96)新產精發字第 960997 號函備查

Terms of Sale Clause

This insurance extends to cover the subject matter insured which, irrespective of terms of sale, the Assured is legally obligated during the storage period at buyer's designated warehouse until the buyer's representative gets the goods and/or the goods are delivered to the buyer's premises on request by the buyer.



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UNNAMED LOCATION CLAUSE (A203)

96.12.26(96)新產精發字第 960997 號函備查

Unnamed Location Clause

This Policy extends to cover unnamed locations with a sub-limit of \$_____ (or its equivalent in other currency) per location at any time, but excluding any locations in _____.

USED &/OR SECOND HAND CLAUSE (A204)

96.12.26(96)新產精發字第 960997 號函備查

Used &/or Second Hand Clause

It is hereby understood and agreed that the insured used &/or second-hand goods are insured by Special Clauses (C) For Air Cargo and/or Institute Cargo Clauses (C) -1/1/82 as attached including Washing Overboard plus Theft, Pilferage and Non-Delivery, malicious act and subject to Second Hand Replacement Clause as attached.

WARRANTY OF STEEL BILLETS (A205)

96.09.14(96)新產精發字第 960527 號函備查

WARRANTY OF STEEL BILLETS

1. In case of loss caused by shortage, weight and quantity should be assessed at port of arrival.
2. To pay shortage only when both weight and quantity being shorted and subject to sale contract.
3. Warranted pre-shipment survey for quantity/weight should be held at loading port, and the same should be presented as an indispensable claim document.
4. Excluding rust, oxidation & discolouration howsoever caused.
5. Warranted the carrying vessel should not be for breakup purpose after the completion of insured voyage.
6. Warranted the age of the carrying vessel should not be over TWENTY(20) years, and the A.P. of overage from 11 years to 20 years should be calculated by the overage surcharge rate schedule issued by The Non-Life Insurance Association of The Republic of China.
7. Warranted the name and the sailing date of the carrying vessel should be notified to the Insurer before the commencement of the Insured voyage.

紅字可修改

U. S. ECONOMIC AND TRADE SANCTION CLAUSE (A206)

96.12.26(96)新產精發字第 960997 號函備查

U.S. Economic and Trade Sanction Clause

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administrated and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

USED &/OR SECOND HAND CLAUSE2 (A207)

96.12.26(96)新產精發字第 960997 號函備查

Used &/or Second Hand Clause2

It is hereby and agreed that the insured used &/or second-hand goods are insured by Air Clause (F.P.A.) and/or Institute Cargo Clause (C) as attached including Washing Overboard plus, Theft, Pilferage and Non-Delivery, and subject to Second Hand Replacement Clause as attached, unless the Assured provides the testing report and pre/after packing picture to Assurer prior to shipment arrival and subject to the following terms:

“Warranted that the second-hand insured goods arrived in the final destination or premises as named herein if in a damaged condition, the Assured shall notify the Company of it without delay and there is a visible sign of damage on the outer packing and the Assured shall provide the damage report duly signed by the carriers, otherwise the insured goods shall be considered as in a good condition.

-Excluding all pre-existing damage.

-Excluding the risks of Rust, Oxidation, Corrosion & Discolouration howsoever caused.”

Thus such used &/or second-hand goods are insured under Institute Cargo Clause (A) / (Air Cargo).

72 Hour Clause

For the purpose of the application of any deductible under this policy all physical loss, destruction of damage resulting from earth movements, rock falls and the like, water damage, bushfires, subsidence, collapse, earthquake, typhoon, flood, storm and tempest, cyclone occurring each period of 72 consecutive hours shall be considered as one event whether the peril insured is continuous or sporadic in its sweep and scope and irrespective of whether the physical loss, destruction or damage was due to the same condition or not. Each event shall be deemed to commence on the first happening of any physical loss, destruction or damage from the perils insured not within the period of any previous event.

However, where it can be established that physical loss, destruction or damage has occurred from the same condition over a period in excess of 72 consecutive hours, only one deductible shall be applicable to all physical loss, destruction or damage resulting therefrom.

50/50 CLAUSE

All the request and option of the insured the policy will be deemed to be subject to the following clause.

Upon the arrival of the materials at the contract site they are to be inspected by the contractor for possible damage incurred during transit. In the case of unpacked goods where damage is evident such damage is to be reported under the Marine cover.

In the case of packed goods which are left in their packing until a later date, the packing is to be visually inspected for signs of possible damage to the goods. If any sign of damage is visible, the goods themselves are to be unpacked and inspected. Any damage discovered is to be reported under the Marine Insurance.

When the packing of the goods manifests no sign of damage and the goods are therefore left packed, any damage discovered when they are unpacked will be assumed to have occurred during sea or air transit unless there is clear evidence from the nature of the damage that it could only have occurred after expiry of the damage was caused the settlement of the loss will be shared equality between Marine Insurance and Contract Works Insurance.

協會貨物保險條款(A)

一、承保的危險

(一)危險條款

除下列第(四)(五)(六)及(七)條之規定以外，本保險承保被保險標的物一切滅失或毀損之危險。

(二)共同海損條款

本保險承保依據運送契約及或有關適用法律與慣例所理算或認定之共同海損與施救費用，而其發生是爲了避免或有關避免第(四)(五)(六)及(七)條或其他條款以外之任何原因所致之損失。

(三)雙方過失碰撞條款

本保險並對於被保險人在運送契約之雙方過失碰撞條款下所應負的責任額內按照本保險單應賠付的損失額予以理賠。倘若船舶所有人依據該條款要求賠償時，被保險人應立即通知保險人，保險人得自備費用爲被保險人對該賠償要求提出抗辯。

二、不保的損失及費用

(四)一般除外條款

本保險不承保下列各項損失或費用：

- 1.得歸責於被保險人的故意過失引起的損害或費用。
- 2.被保險標的物之正常的滲漏，正常的失重或失量，或正常的耗損。
- 3.被保險標的物的不良或不當包裝或配製引起的損害或費用。(本款所謂的包裝包括在貨櫃或貨廂內之裝載，但以此種裝載發生於本保險生效前或由被保險人或其雇用人爲之者爲限。)
- 4.被保險標的物之固有瑕疵或本質引起的損害或費用。
- 5.主因爲延遲所引起的損害或費用，即使該延遲是由承保之危險所引起的。(依第(二)條共同海損條款可予賠付的費用則不在此限。)
- 6.由於船舶之船東、經理人、租船人或營運人之無力清償或財務糾紛所引起之損害或費用。
- 7.任何由於使用原子或核子武器或其類似武器所造成的損害或費用

(五)不適航及不適運除外條款

- 1.本保險不承保因載運船舶或駁船的不適航，及因載運船舶駁船運輸工具貨櫃或貨廂的不適安全運送所引起被保險標的物之損失或費用，而此種不適航或不適運於被保險標的物裝載之時已爲被保險人或其雇用人所知情者。
- 2.除不適航或不適運已爲被保險人或其雇用人所知情者外，保險人同意放

棄任何違反載運船舶應具備適航能力及適運條件以運送被保險標的物至目的地之默示保證規定。

(六)兵險除外條款

本保險不承保下列危險事故所引起的損害或費用：

- 1.因戰爭內亂革命叛亂顛覆，或由其引起之內爭，或交戰國雙方之敵對行為。
- 2.因捕獲扣押拘留禁止或扣留（海上劫掠除外），及其結果或任何企圖。
- 3.遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

(七)罷工除外條款

本保險不承保下列危險事故所引起的損害或費用：

- 1.由罷工工人、停工工人，或參與工潮、暴動或民眾騷擾之人員所致者。
- 2.因罷工、停工、工潮、暴動或民眾騷擾結果所引起者。
- 3.由任何恐怖份子或具有政治動機者之活動所致者。

三、保險效力的開始與終止

(八)運輸條款

1.本保險自所保貨物離開本保險單所載起運地點的倉庫或儲存處所時開始生效，並於通常的運輸過程中繼續有效，以迄運輸至下述情形之一時為止；

- 1.1 至本保險單所載目的地之受貨人或其他最終倉庫或儲存處所，或
- 1.2 至本保險單所載目的地或中途之任何其他倉庫或儲存處所而為被保險人用作；

1.2.1 通常運輸過程以外之儲存，或

1.2.2 分配或分送，或

1.3 至所保貨物自海輪在最終卸貨港完全卸載後起算屆滿六十天。

上述三種終止情形，以其先發生者為準。

2.如所保貨物自海輪在最終卸貨港卸載完畢後，但在本保險失效以前，將貨物運往本保險單所載明以外之目的地時，則本保險之效力，除仍受前述終止規定之限制外，並於該貨物開始運往其他目的地之時起失效。

3.本保險之效力，除受前述規定而終止(及第九條終止條款之限制)外，在下列情形仍繼續有效:被保險人無法控制的延滯，船舶駛離航線、被迫卸載，重行裝船或轉船，及由於船東或船舶租用人行使運送契約所授予的自由運輸權，而引起的危險變更者。

(九)運送終止條款

倘在被保險人無法控制情形下，運送契約因故在其所載明目的地以外之港

口或地點終止時或運送因故在貨物未能如前述第(八)條規定交貨前終止時，本保險單之效力亦同時終止，除非被保險人於獲悉後立即通知保險人及要求繼續承保並同意繳付應加之保險費，本保險單方得繼續有效至下述情形之一時為止；

- 1.迄至貨物在該港或該地出售交付後為止，如無特別之協定，迄至所保貨物自海輪抵達該港或該地後起算，以不超過六十天為限，不論何種情形以先發生者為準。
- 2.如貨物在六十天期限以內(或同意延長承保期限內)仍須運至保險單原載之目的地，或其他目的地，則本保險單之效力，依照前述第(八)條所規定情形發生時終止。

(十)變更航程條款

本保險開始生效以後，被保險人事後變更其目的地者，在被保險人於開始時立即通知保險人，並另行洽加保險費之前提下，本保險仍繼續有效。

四、索賠事項

(十一)保險利益條款

- 1.為期能獲得本保險之補償，被保險人於被保險標的物發生損失之時，必須持有保險利益。
- 2.依據上項規定，雖則損失發生於保險契約簽訂之前，除非被保險人已知該項損失發生而保險人不知情者，被保險人仍有權要求保險期間發生之承保的損失。

(十二)轉運費用條款

如由於本保險承保的危險事故之作用結果，致使所保的運輸航程在非屬本保險所保的港口或地點終止時，保險人將予補償被保人因被保險標的物之卸載及轉運至目的地而正當與合理發生的額外費用。本(十二)條之規定不適用於共同海損或施救費用，並應受前述第(四)、(五)、(六)及(七)條除外不保規定的限制，及不包括被保險人及其雇用人的過失疏忽破產或積欠債務引起的費用在內。

(十三)推定全損條款

除非被保險標的物之被合理委付係因其實際全損顯已不可避免，或因其之恢復，整理及運往保險單載明之目的地費用，必將超過其到達目的地時之價值者，不得以推定全損請求賠償。

(十四)增值條款

若被保險人在本保險項下之承保貨物安排了增值保險，則該貨物之約定價值將被視為增至本保險與其他全部增值保險之保險金額之總和，而本

保險項下之責任將按其保險金額占全部保險金額之比例而定。索賠時，被保險人必須提出所有其他保險之保險金額之證明與保險人。倘本保險係增值保險則必須適用下列條款：

貨物之約定價值將被視為等於原來保險與全部由被保險人安排承保同樣損失增值保險之保險金額之總和，而本保險項下之責任將按其保險金額占全部保險金額之比例而定。索賠時，被保險人必須提出所有其他保險金額證明與保險人。

五、保險權益

(十五)不得受益條款

本保險之權益運送人或其他受託人不得享受。

六、減輕損失

(十六)被保險人義務條款

被保險人及其僱用人及代理人對本保險有關索賠時，對於下列規定事項，為其應負之義務：

- 1.遇有損失發生時或發生後，應採取適當之措施以合理防止或減輕其損失，及
- 2.應確保對於一切對抗運送人，受託人或其他第三人權利之適當保留行使。被保險人因為履行上述之義務而適當及合理發生之費用，保險人得予補償之。

(十七)放棄條款

被保險人或保險人對於被保險標的物採取之施救、防護或回復之各項措施，不得被認為是放棄或承諾委付或者影響雙方權益。

七、避免延滯

(十八)合理迅速處置條款

被保險人在其所能以控制的一切情形下，應作合理迅速之處理，為本保險之必要條件。

八、法律及實例之適用

(十九)英國法律及實例條款

本保險悉依照英國法律及實務慣例辦理。

九、附註

被保險人於獲知有本保險「仍可承保」之事件時，應予立即通知保險人，此項仍可承何之權利則繫於被保險人對於上述通知義務的履行。

協會貨物保險條款(B)

一、承保的危險

(一)危險條款

本保險承保下列危險事故引起的損失，但下列第(四)(五)(六)及(七)條所列的危險事故引起者不包括在內。

- 1.可合理歸因於下列危險事故引起被保險標的物之滅失或毀損：
 - 1.1.火災或爆炸。
 - 1.2.船舶或駁船的擱淺、觸礁、沉沒或傾覆。
 - 1.3.陸上運輸工具之傾覆或出軌。
 - 1.4.船舶或駁船或運輸工具與除水以外之外在任何物體之碰撞或觸撞。
 - 1.5.於避難港卸貨。
 - 1.6.地震、火山爆發或雷擊。
- 2.因下列危險事故引起被保險標的物之滅失或毀損：
 - 2.1.共同海損犧牲。
 - 2.2.投棄或海浪掃落。
 - 2.3.海水、湖水、河水進入船舶、駁船之艙間，貨櫃或貨廂或儲貨處所。
- 3.任何一件貨物於裝卸船舶或駁船時落海或掉落之整件滅失。

(二)共同海損條款

本保險承保依據運送契約及有關適用法規與實務慣例所理算或認定之共同海損與施救費用，而其發生是爲了避免或有關避免除第(四)(五)(六)及(七)條或其他條款除外之任何原因所引起之損失。

(三)雙方過失碰撞條款

本保險並擴展對於被保險人運送契約之「雙方過失碰撞」條款下所應負的責任額內按照本保險單應賠付的損失額予以理賠。倘船舶所有人依據該條款要求賠償時，被保險人應立即通知保險人，保險人得自備費用爲被保險人對該賠償要求提出抗議。

二、不保的損失及費用

(四)一般不保條款

本保險不保下列各項損失及費用

- 1.得歸於被保險人的故意過失引起的損害或費用。
- 2.被保險標的物之正常的滲漏，正常的失重或失量或正常的耗損。
- 3.被保險標的物之不良或包裝不當或不良配製引起的損害或費用。(本條款所謂的包裝包括在貨櫃或貨箱裝載內之裝置，但以這種裝置於本保險開始前已由被保險人或其僱用人完成者爲限)。

- 4.被保險標的物之固有瑕疵或本質引起的損害或費用。
- 5.主因為延滯引起的損害或費用。包括承保的危險事故引起的延滯在內(依第(二)條共同海損條款可予賠付的費用則不在此限)。
- 6.由於船舶之船東、經理人、租船人或營運人的財務不健全或債務積欠引起的損害或費用。
- 7.任何人員的不法行為引起被保險標的物之全部或部分蓄意性的損害或毀壞。
- 8.任何使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

以下各條款與協會貨物保險條款(A)完全相同。

協會貨物保險條款(C)

一、承保的危險

(一)危險條款

本保險承保下列危險事故引起的損失，但下列第(四)(五)(六)及(七)條所列的危險事故引起者不包括在內。

1.可合理歸因於下列危險事故引起被保險標的物之滅失或毀損：

1.1.火災或爆炸。

1.2.船舶或駁船擱淺、觸礁、沉沒或傾覆。

1.3.陸上運輸工具之傾覆或出軌。

1.4.船舶或駁船或運輸工具與除水以外之外在任何物體相碰撞或觸撞。

1.5.於避難港卸貨。

2.因下列危險事故引起被保險標的物之滅失或毀損：

2.1.共同海損犧牲。

2.2.投棄。

(二)共同海損條款

本條款承保依據運送契約及有關適用法規與實務慣例所理算或認定之共同海損與施救費用，而其發生是爲了避免或有關避免除第(四)(五)(六)及(七)條或其他條款除外之任何原因所引起之損失。

(三)雙方過失碰撞條款

本保險並擴展對於被保險人運送契約之「雙方過失碰撞」條款下所應負的責任額內按照本保險單應賠付的損失額予以理賠。倘船舶所有人依據該條款要求賠償時，被保險人應立即通知保險人，保險人得自備費用爲被保險人對該賠償要求提出抗辯。

二、不保的損失及費用

(四)一般不保條款

本保險不保下列各項損失及費用

1.得歸於被保險人的故意過失引起的損害或費用。

2.被保險標的物之正常的滲漏，正常的失重或失量或正常的耗損。

3.被保險標的物之不良或包裝不當或不良配製引起的損害或費用。(本條款所謂的包裝包括在貨櫃或貨箱裝載內之裝置，但以這種裝置於本保險開始前已由被保險人或其雇用人完成者爲限)。

4.被保險標的物之固有瑕疵或本質引起的損害或費用。

5.主因爲延滯引起的損害或費用。包括承保的危險事故引起的延滯在內(依第(二)條共同海損條款可予賠付的費用則不在此限)。

- 6.由於船舶之船東、經理人、租船人或營運人的財務不健全或債務積欠引起的損害或費用。
- 7.任何人員的不法行為引起被保險標的物之全部或部分蓄意性的損害或毀壞。
- 8.任何使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

以下各條款與協會貨物保險條款(A)完全相同。

陸上貨物運送險條款（甲）

第一條： 保險期間

本保險期間，自保險標的物為啓運而離開本保險單所記載啓運地之倉庫或儲存處所之時開始，經通常之運送路程，以迄運抵保險單載明之目的地交付予收貨人時為止。

第二條： 承保範圍

本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任；但下列第三條所列事項除外。

第三條： 除外事項

本保險對下列事項不負賠償責任：

- 1、由於被保險人之故意行為所致之毀損滅失或費用。
- 2、保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
- 3、由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
- 4、由於貨物裝載違反道路交通安全規定所致之毀損滅失或費用。
- 5、由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
- 6、直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
- 7、由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
- 8、由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
- 9、直接或間接由於下列原因引起或所致之毀損滅失責任或費用。
 - (1) 任何核子燃料、核子廢料或核子燃料燃燒所生之電離輻射或輻射污染。
 - (2) 任何核子設施，反應器或其他核子裝置或其核組件之輻射、有毒、爆炸或其他為害或污染物質。
 - (3) 任何使用原子或核子分裂，融合或其他類似反應，輻射力或輻射物質之戰爭武器。

第四條： 告知義務

要保人於訂立契約時，若有故意隱匿，或因過失遺漏，或為不實之說明，足以變更或減少保險人對危險之估計者，保險人得解除契約，其危險發生後亦同，但要保人或被保險人證明危險之發生未基於其說明或未說明之事實時，不在此限。

第五條： 求償注意事項

被保險人於知悉發生損失時，在其所能控制之一切情況下，應作合理而迅速之處理，並注意下列事項：

- 1、立即通知保險人並儘速提供保險人所需之有關資料。
- 2、保留現場及被毀損保險標的物之原狀。
- 3、採取一切適當步驟追索被竊或遺失之貨物。
- 4、於遭受惡意破壞時，立即通知治安單位，查明事實依法追訴。

第六條： 被保險人之義務

要保人或被保險人及其受僱人及其代理人對保險標的物之損害，應盡下

列義務

- (1) 應採取避免或減輕損害之適當措施；及
- (2) 對於運送人、受託人或其他第三人之一切求償權利應以書面適當保全及行使。
保險人同意除本保險可得之任何損害賠償外，對於被保險人為履行上述義務所作適當、合理支出之一切費用另予補償。

第七條： 求 償 文 件

為使理賠手續迅速處理，被保險人或其代理人應儘速提供下列有關文件：

- 1、保險單正本。
- 2、發票、裝貨清單或重量清單。
- 3、運送契約或相關之運送文件。
- 4、事故證明。
- 5、公證報告或其他有關毀損滅失程度之證明文件。
- 6、最終目的地之卸貨紀錄與重量清單。
- 7、就有關毀損或滅失之賠償責任與運送人或其他關係人之往來函件。
- 8、其他索賠所需之相關文件。

第八條： 放 棄 條 款

被保險人或保險人為救助、保護或回復保險標的物所採取之措施，不得視為對委付之放棄或承諾，或影響任何一方當事人之權益。

第九條： 推 定 全 損 條 款

除非被保險標的物實際全損顯已不可避免，或因其回復、整修及運往保險單載明目的地之費用將超過其到目的地時之價值而委付者，被保險人不得以推定全損請求賠償。

第十條： 成 套 成 組 條 款

任何一套或一組保險標的物遇有部份毀損或滅失時，保險人之賠償責任僅以該毀損部份對整套或整組標的物之合理比例為限，被保險人不得以推定全損請求賠償。

第十一條： 重 置 條 款

保險標的物因承保危險致使其一部份遭受毀損或滅失時，其賠償金額以所發生有關該受損部份修換費用、運費及再裝置費用為限，若有加付關稅之損失，則僅在保險金額已包括全部關稅之情況下始能獲得賠償。

無論在任何情況下，保險人之責任以不超過該保險標的物之保險金額。

第十二條：標 籤 條 款

遇有危險事故發生致使標的物之標籤或包裝有所毀損時，保險人之賠償責任僅以重貼或重裝該標籤或包裝之費用為限。

第十三條：不 得 受 益 條 款

運送人或其他受託人不得享有本保險之權益。

第十四條：代 位 求 償 條 款

保險人於給付賠償金額後，得就其所賠償金額之範圍內，對該項損失負有賠償責任之第三人行使代位求償權。

保險人行使前項權利時，被保險人有義務協助保險人辦理，所需費用則

由保險人負擔。

第十五條：複保險條款

凡保險人依照本保險單之規定應負賠償責任時，被保險人如有其他財產保險契約可賠付者，則保險人僅按本保險單保險金額對所有保險單保險金額之總和負比例分攤之責。

第十六條：法令及慣例

本保險以中華民國保險法及有關法令及慣例為依據。

陸上貨物運送險條款（乙）

第一條： 保險期間

本保險期間，自保險標的物為啓運而離開本保險單所記載啓運地之倉庫或儲存處所之時開始，經通常之運送路程，以迄運抵保險單載明之目的地交付予收貨人時為止。

第二條： 承保範圍

本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任

- 1、火災或爆炸。
- 2、運輸工具之翻覆、出軌或意外碰撞。
- 3、公路、鐵路、隧道、橋樑及其他交通設施發生傾坍。

第三條： 除外事項

本保險對下列事項不負賠償責任：

- 1、颱風、洪水、海嘯、地震、閃電、火山爆發所致之毀損滅失或費用。
- 2、由於任何人之惡意行為對保險標的物全部或部份之毀損或破壞。
- 3、保險標的物於正常運送中單獨與外物碰撞所致之毀損滅失或費用。
- 4、由於被保險人之故意行為所致之毀損滅失或費用。
- 5、保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
- 6、由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
- 7、由於貨物裝載違反道路交通安全規定所致之毀損滅失或費用。
- 8、由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
- 9、直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
- 10、由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
- 11、由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
- 12、直接或間接由於下列原因引起或所致之毀損滅失責任或費用。
 - (1) 任何核子燃料、核子廢料或核子燃料燃燒所生之電離輻射或輻射污染。
 - (2) 任何核子設施，反應器或其他核子裝置或其核組件之輻射、有毒、爆炸或其他為害或污染物質。
 - (3) 任何使用原子或核子分裂，融合或其他類似反應，輻射力或輻射物質之戰爭武器。

第四條： 告知義務

要保人於訂立契約時，若有故意隱匿，或因過失遺漏，或為不實之說明，足以變更或減少保險人對危險之估計者，保險人得解除契約其危險發生後亦同，但要保人或被保險人證明危險之發生未基於其說明或未說明之事實時，不在此限。

第五條： 求償注意事項

被保險人於知悉發生損失時，在其所能控制之一切情況下，應作合理而迅速之處理，並注意下列事項：

- 5、立即通知保險人並儘速提供保險人所需之有關資料。
- 6、保留現場及被毀損保險標的物之原狀。

第六條： 被保險人之義務

要保人或被保險人及其受僱人及其代理人對保險標的物之損害，應盡下列義務：

(3) 應採取避免或減輕損害之適當措施；及

(4) 對於運送人、受託人或其他第三人之一切求償權利應以書面適當保全及行使。

保險人同意除本保險可得之任何損害賠償外，對於被保險人為履行上述義務所作適當、合理支出之一切費用另予補償。

第七條：求償文件

為使理賠手續迅速處理，被保險人或其代理人應儘速提供下列有關文件：

9、 保險單正本。

10、 發票、裝貨清單或重量清單。

11、 運送契約或相關之運送文件。

12、 事故證明。

13、 公證報告或其他有關毀損滅失程度之證明文件。

14、 最終目的地之卸貨記錄與重量清單。

15、 就有關毀損或滅失之賠償責任與運送人或其他關係人之往來函件。

16、 其他索賠所需之相關文件。

第八條：放棄條款

被保險人或保險人為救助、保護或回復保險標的物所採取之措施，不得視為對委付之放棄或承諾，或影響任何一方當事人之權益。

第九條：推定全損條款

除非被保險標的物實際全損顯已不可避免，或因其回復、整修及運往保險單載明目的地之費用將超過其到達目的地之價值而委付者，被保險人不得以推定全損請求賠償。

第十條：成套成組條款

任何一套或一組保險標的物遇有部份毀損或滅失時，保險人之賠償責任僅以該毀損部份對整套或整組標的物之合理比例為限，被保險人不得以推定全損請求賠償。

第十一條：重置條款

保險標的物因承保危險致使其一部份遭受毀損或滅失時，其賠償金額以所發生有關該受損部份修換費用、運費及再裝置費用為限，若有加付關稅之損失，則僅在保險金額已包括全部關稅之情況下始能獲得賠償。

無論在任何情況下，保險人之責任以不超過該保險標的物之保險金額。

第十二條：標籤條款

遇有危險事故發生致使標的物之標籤或包裝有所毀損時，保險人之賠償責任僅以重貼或重裝該標籤或包裝之費用為限。

第十三條：不得受益條款

運送人或其他受託人不得享有本保險之權益。

第十四條：代位求償條款

保險人於給付賠償金額後，得就有其所賠償金額之範圍內，對該項損失負有賠償責任之第三人行使代位求償權。

保險人行使前項權利時，被保險人有義務協助保險人辦理，所需費用則由保險人負擔。

第十五條：複保險條款

凡保險人依照本保險單之規定應負賠償責任時，被保險人如有其他財產保險契約可賠付者，則保險人僅按本保險單保險金額對所有保險單保險金額之總和負比例分攤之責。

第十六條：法令及慣例

本保險以中華民國保險法及有關法令及慣例為依據。

公證人條款

茲經雙方同意，對保險標的物因發生承保事故所致毀損或滅失時，得由被保險人指派英商麥理倫國際公證有限公司，進行損失理算及保險公證。若需指派其他公證人公司，得由雙方共同協商指派。



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或至總公司、分公司及通訊處查閱資訊公開說明文件。

公證人條款 (A212)

96.12.26(96)新產精發字第 960997 號函備查

公證人條款

茲經雙方同意，對保險標的物因發生承保事故所致毀損或滅失時，得由被保險人指派_____公證有限公司，進行損失理算及保險公證。若需指派其他公證人公司，得由雙方共同協商指派。

共同保險條款 (A213)

96.12.26(96)新產精發字第 960997 號函備查

共同保險條款

本預約保險單由_____、_____、_____、_____、_____產物保險股份有限公司__家產物保險公司共同承保，其承保比例如下所列，且其保費及損失責任均按承保比例分攤，各承保公司間不負連帶賠償責任。本預約保險單並指定_____產物保險股份有限公司全權處理相關之承保及理賠有關理算作業等事宜，其所作上述之任何決定，其他各共保人不得異議。

共保人	認受比例
	%
	%
	%

共同保險條款 2 (A214)

96.12.26(96)新產精發字第 960997 號函備查

共同保險條款 2

茲經____產物保險股份有限公司、____產物保險股份有限公司、____產物保險股份有限公司、____產物保險股份有限公司之同意，本合約保單(OPEN POLICY)(以下簡稱本合約)係由____產物保險股份有限公司、____產物保險股份有限公司、____產物保險股份有限公司、____產物保險股份有限公司所共同承保(以下稱共保公司)，惟上開共保公司之權利及義務係各自獨立並無任何連帶關係，各共保公司對被保險人之應收保險費及所應付之賠償責任，依下列共保公司承保比例各自收取及各自攤賠之。

共保公司共同指定____產物保險股份有限公司為本合約全權主辦公司(以下稱主辦公司)，凡有關本合約一切事宜均由主辦公司全權處理，共保公司不得有任何異議。

各共保公司之承保比例及明細如下：

_____產物保險股份有限公司	_____%

協會重置條款(僅機器適用) (A215)

96.12.26(96)新產精發字第 960997 號函備查

協會重置條款(僅機器適用)

被保險機器因承保事故致使其一部份遭受毀損或滅失時，其賠償金額以所發生有關為使受損部份恢復其原有功能之修換費用、運費及再裝置費用為限，若有加付關稅之損失，則僅在保險金額已包括全部關稅之情況下始能獲得賠償。無論在任何情況下，乙方之賠償責任以整部機器之保險金額為限。

ACCUMULATION CLAUSE3 (A216)

96.12.26(96)新產精發字第 960997 號函備查

Accumulation Clause3

The vessel and conveyance limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the oversea vessel or conveyance at the port or place of discharge provided always the accumulation of interests beyond such limits of liability shall have arisen in the ordinary course of transit from circumstances beyond the control of the Assured.

Any other accumulation of interests beyond the transit limits of liability expressed herein by reason of transit interruption and/or other circumstances beyond the control of the Assured, Assurers shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable for the full amount at risk but in no event shall Assurers be liable hereunder for more than double the transit limits of liability expressed herein.

FULL VALUE REPORTING CLAUSE2 (A217)

96.12.26(96)新產精發字第 960997 號函備查

Full Value Reporting Clause2

If the total value at risk on any one vessel or aircraft or conveyance or at any one location at any time exceeds the applicable limit of liability provided by this policy, then subject to the Assured declaring the total value at risk, Assurers shall be liable for the full amount of any insured loss up to but not exceeding the Policy limit of liability.

Nothing in this clause shall be taken to alter or increase the Underwriters limit liability as set out herein.

GENERAL AVERAGE CLAUSE2 (A218)

96.12.26(96)新產精發字第 960997 號函備查

General Average Clause2

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment, and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the subject-matter insured shall be deemed to be insured for its full contributory value.



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INFIDELITY CLAUSE2 (A219)

96.12.26(96)新產精發字第 960997 號函備查

Infidelity Clause2

Excluding infidelity committed by any employees of the Assured or their agents, whether occurring during normal working hours or not.

INSTITUTE REPLACEMENT CLAUSE (1/1/34) (A220)

96.12.26(96)新產精發字第 960997 號函備查

Institute Replacement Clause (1/1/34)

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Assurers exceed the insured value of complete machine.

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (TRAIN, TRUCK) (A221)

96.12.26(96)新產精發字第 960997 號函備查

Overland Transportation Cargo Insurance Clauses (Train, Truck)

This policy is extended to cover Overland Transportation Cargo insurance on the following provisions:

1. Scope of Cover

This insurance covers Overland Transportation Risks as specified in the Policy according to the provisions and exclusions hereunder.

Overland Transportation Risks

This insurance covers loss of or damage to the subject-matter insured caused in the course of transportation by

- a. fire or explosion
- b. earthquake, lightning, hurricane, cyclone or typhoon
- c. landslide or collapse of tunnel
- d. grounding, stranding, sinking or collision of craft in case craft is employed.

2. Exclusions

This insurance does not cover

- (1) loss, damage or expense attributable to willful misconduct of the Assured
- (2) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- (3) loss, damage or expense caused by insufficiency or unsuitability of packing of the subject-matter insured ('packing' here shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- (4) loss, damage or expense caused by inherent vice or nature of the subject-matter insured
- (5) loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- (6) loss, damage or expense arising from insolvency or financial default of the owners, managers, charters or operators of the craft or land conveyance
- (7) deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- (8) loss, damage or expense arising from
 - unseaworthiness of craft or land conveyance
 - unfitness of craft, land conveyance, container or liftvan where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein
- (9) loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, capture, seizure, arrest., restrain, detainment or derelict weapons of war
- (10) loss damage or expense resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

3. Commencement and Termination of Cover

This insurance attaches from the time the subject-matter insured leaves the Consignor's warehouse or place of storage at the place of shipment named in the policy for the commencement of the transportation, continues during the ordinary course of transportation including incidental transit by craft and terminates either

- (1) at the time the subject-matter insured arrives at the Consignee's warehouse at the destination named in the policy, or
- (2) on the expiry of 60 days from the time the subject-matter insured leaves the Consignor's warehouse, whichever shall first occur.

4. Survey of Damage to Goods and Presentation of Claim

- (1) The Assured shall take delivery of the subject-matter insured on its arrival at the destination named in the policy as soon as practicable and shall undertake to:
 - a. apply immediately to the Claim Representative or Settling Agent stipulated in the policy for survey should the subject-matter insured be found to have sustained loss or damage. In case this Company has no Claim Representative or Settling Agent locally, a local competent surveyor may be applied to for survey;
 - b. obtain forthwith from the carrier or relevant Authorities (Customs and Railway station etc.) Certificate of Loss or Damage and/or short-landed Memo and lodge a claim with the carrier or the party concerned in writing should the subject matter insured be found short in entire package or packages or to show apparent traces of damage.
- (2) The Assured shall submit the following documents when presenting a claim to this Company:
 - a. original Policy or Certificate of Insurance
 - b. original or copy of bill of Lading, Invoice, Packing List and Tally Sheet.
 - c. Certificate of Loss or Damage and/or Short-Landed Memo
 - d. Survey Report and Statement of Claims.When third party liability is involved, the letters, cables and facsimiles relative to pursuing of recovery to and from the responsible party and the other essential certificates or documents shall be submitted in addition.
- (3) The time of validity of a claim under this insurance shall not exceed a period of one year counting from the time of completion of discharge of the subject-matter insured from the carrying conveyance at the station at final destination.
- (4) This Company shall undertake to indemnify the Assured for the reasonable expenses incurred by him for having immediately taken effective measures in saving and preventing further loss of the subject-matter insured after damage was sustained but the amount of such effective measures in saving and preventing further loss of subject-matter insured after damage was sustained but the amount of such indemnity shall not exceed the insured amount of the goods so saved.

5. Treatment of Disputes

All Disputes arising between the Assured and this Company shall be settled by friendly negotiation on the principles of seeking truth from facts and of fairness and reasonableness. Where a settlement fails after negotiation and it is necessary to submit to arbitration or take legal actions, such arbitration or legal actions shall be carried out at the place where the defendant is domiciled.

PARCEL POST “ALL RISKS” CLAUSE (A222)

96.12.26(96)新產精發字第 960997 號函備查

Parcel Post "All Risks" Clause (Including sending by couriers)

Cover all risks of transit from the time posting until safely delivered as addresses. Warranted free of loss or damage caused by or arising from atmospheric or climate conditions, wear and tear, gradual deterioration or depreciation, moth, vermin or inherent vice or nature of the subject-matter insured or delay and consequential loss.

Signature on post office form of receipt with seals intact shall be deemed proof of safe delivery. Including Strikes, Riots, Civil Commotions.

EXPEDITING EXPENSES CLAUSE3 (A223)

96.12.26(96)新產精發字第 960997 號函備查

Expediting Expenses Clause3

In consideration of the premium paid hereunder, the Assurers agree to indemnify the Assured in respect of extra charges including but not limited to overtime work, night work, work on a public holiday(s) and express freight.

Provided always:

1. that such extra charges are incurred in connection with any loss of or damage to the insured for which indemnity is granted under this insurance.
and
2. that such extra charges are limited ____% of the normal charges in the aggregate in respect of each and every happening giving rise to a claim under this insurance.
but
3. the cumulative costs of repairs plus other charges do not exceed the insured value of the damaged item(s).

REMOVAL OF DEBRIS CLAUSE2 (A224)

96.12.26(96)新產精發字第 960997 號函備查

Removal of Debris Clause2

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the insured goods, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- (1) any expenses incurred in consequence of or to prevent or mitigate pollution liability therefrom.
- (2) the cost of removal of cargo from any vessel or craft.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but be limited to a further ____% of the insured value of the goods lost or damaged.



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SAMPLES CLAUSE2 (A225)

96.12.26(96)新產精發字第 960997 號函備查

Samples Clause

Coverage hereon is extended to include Samples, whilst anywhere in the World, in the care, custody or control of the Assured and/or their employees and/or their representatives.

Subject to a sub-limit of \$_____ any one Conveyance or Location.

IMPORTANT CLAUSE (A226)

96.12.26(96)新產精發字第 960997 號函備查

IMPORTANT

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Letter of claim.
2. Original policy or certificate of insurance.
3. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
4. Original or certified copy of Bill of Lading and/or other contract of carriage.
5. Survey report or other documentary evidence to show the extent of the loss or damage.
6. Landing account and weight notes at port of discharge and final

destination.

7. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.
8. Other documents where required.

When presenting claim, all of the concerned documents should be written in or translated into English.

In the event of loss or damage which may involve a claim under the insurance, no claim should be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

No claim for loss by theft &/or pilferage shall be paid hereunder unless notice of survey has been given to this Company's agents within 10 days of the expiry of this insurance.

The insurer is particularly released from all liability to pay the claim if

- (a) the delivery of the goods is taken against a clean receipt, or
- (b) the insurer's recovery rights under subrogation against third parties are prejudiced due to claim rights time-barred.



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DELIBERATE DAMAGE – POLLUTION HAZARD CLAUSE2 (A227)

96.12.26(96)新產精發字第 960997 號函備查

Deliberate Damage – Pollution Hazard Clause

This Policy is extended to cover but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate as pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action is an insured peril hereunder.

ERRORS AND OMISSIONS CLAUSE (A228)

96.12.26(96)新產精發字第 960997 號函備查

Errors and Omissions Clause

Assured shall not be prejudiced by an unintentional delay or omission in the reporting hereunder or any unintentional error in the amount or description of the Interest, Vessel or voyage or Locations, if any, made good.

HAND CARRIED GOODS CLAUSE2 (A229)

96.12.26(96)新產精發字第 960997 號函備查

Hand Carried Goods Clause2

This insurance is extended to cover goods carried by the Assured &/or Assured's employees from any place in the world to the any place in the world against ICC(A/Air).

Excluding shipment to/from U.S. Prohibited or United Nations Sanctioned Countries.

MACHINERY CLAUSE2 (A230)

96.12.26(96)新產精發字第 960997 號函備查

Machinery Clause2

In case of loss or damage to any part of a machine or other article, consisting when complete for sale or use of several parts, Assurers (if liable therefore under the terms of this insurance) shall only be liable for the proportion of the insured value applicable to the part or parts lost or damaged or, at the Assured's option, for the cost and expense of replacing, the part or parts lost or damaged (including forwarding charges) and labour and installation charges necessary to restore the damages machine or article to its condition at time of shipment.

ON DECK CLAUSE (A231)

96.12.26(96)新產精發字第 960997 號函備查

On Deck Clause

It is hereby understood and agreed that the containerized insured goods loaded on deck are insured at the same conditions as those loaded in hold.



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OPEN-TOP &/OR FLAT CONTAINER SHIPMENTS CLAUSE3 (A232)

96.12.26(96)新產精發字第 960997 號函備查

Open-Top &/or Flat Container Shipments Clause3

It is hereby understood and agreed that the insured goods loaded on open-top &/or flat container are insured at the same conditions but excluding R.O.D. howsoever caused.

USED &/OR SECOND HAND GOODS AND EQUIPMENT CLAUSE (A233)

96.12.26(96)新產精發字第 960997 號函備查

Used &/or Second Hand Goods and Equipment Clause

It is hereby understood and agreed that the insured used and/or second hand goods and equipment are insured under Special Clause (C) for Air Cargo and/or Institute Cargo Clauses (C) as attached but extended to cover washing overboard, theft, pilferage, non-delivery, loading and unloading and hoisting operations or loss or damage resulting from external accident which can be proved by documentary evidence issued by Carriers or Bailees.

In the event of a claim for loss or damage to any part of the insured goods caused by a peril covered under this clause, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of insured goods in sound condition (on the date of attachment of cover hereunder in respect of the insured goods), plus additional charges (including Duty, if applicable) for forwarding and refitting the new part or part of parts if incurred.

Provided that in no case shall liability of Assurers exceed the insured value of the insured good.

CONCEALED DAMAGE CLAUSE4 (A234)

96.12.26(96)新產精發字第 960997 號函備查

Concealed Damage Clause4

It is understood and agreed that in respect of shipments insured hereunder which are received at destination but not unpacked, this Policy is extended to cover losses arising from perils insured against while in transit, which are not ascertained until the opening of the packages, provided such opening occurs not later than _____ days after arrival at destination and, in the absence of proof to the contrary, such losses are to be considered as having occurred during the voyage covered under this Policy.

It is further agreed by the Insured that any package showing signs of damage on arrival shall be inspected immediately and normal claims procedure adopted.

Nothing contained herein, however, shall be construed to limit the coverage elsewhere provided herein.

CONTAINER CLAUSE2 (A235)

96.12.26(96)新產精發字第 960997 號函備查

Container Clause2

Where Cargo, insured hereunder, is carried in Containers, it is agreed, as between the Assured and Assurers, that the seaworthiness and/or cargo worthiness of the Container is hereby admitted.

It is further agreed that to the extent that cover for shortage is provided hereunder, claims for shortage from a sealed container shall not be invalidated by the fact that seals appear intact upon arrival.

Shortage in this context shall be determined as the difference between the number of packages loaded or alleged to have been loaded per the shippers or suppliers invoice or packing list and certificate of weight and the tally made by the Assured and/or their agents of packages removed at the time the container is unloaded.



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DUTY CLAUSE2 (A236)

96.12.26(96)新產精發字第 960997 號函備查

DUTY CLAUSE2

Increased value by reason of payment of Duty is insured subject to the same conditions as applying to the insurance on cargo and to pay on the same basis as such insurance.



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SHIPPING EXPENSES CLAUSE2 (A237)

96.12.26(96)新產精發字第 960997 號函備查

Shipping Expenses Clause2

When the subject-matter insured is not delivered to the destination contemplated by mistake of carrier or forwarder due to circumstances beyond the control of the Assured this insurance also to pay any charges incidental to shipping which have been or may be incurred by the Assured.

The Assurers in no case shall be liable for such expenses exceeding US\$_____

50/50 CLAUSES2 (A238)

96.12.26(96)新產精發字第 960997 號函備查

50/50 CLAUSE2

Where insured effected cover with new panel of insurers at renewal, it is agreed that in the event of loss of or damage to the insured property due to a peril insured against being discovered after the risk has terminated under the previous marine insurance and, if after proper investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to the termination of the marine venture or subsequently, if is understood and agree that both new and previous insurers shall contribute 50% of the claim, such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between the insurer herein and the previous insurer in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the deductible under this policy being different from the deductible under the previous marine insurance policy, in settling claims as described above, each insurer shall deduct 50% of it is appropriate deductible from its appropriate share of the adjusted claim.

CANCELLATION CLAUSE4 (A239)

96.12.26(96)新產精發字第 960997 號函備查

Cancellation Clause4

The inclusion in this Contract of insurance against WAR risks may be cancelled by either the Assurer or the Assured giving ___ days' notice.

The inclusion in this Contract of insurance against STRIKES, RIOTS, CIVIL COMMOTIONS AND MALICIOUS DAMAGE ETC. risks may be cancelled by either the Assurer or the Assured giving ___ days' notice other than for shipments or sendings to or from U.S.A., where ___ hours' notice shall be given.

This policy may be cancelled by either the Assurer or the Assured by mailing written notice stating when, not less than ___ days, thereafter, such cancellation shall be effective.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Assurers but shall not apply to any transit insurance which shall have been declared or attached in accordance with Contract terms and conditions before the cancellation becomes effective.



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CURRENCY CLAUSE2 (A240)

96.12.26(96)新產精發字第 960997 號函備查

Currency Clause2

In case of loss, the exchange rate for the settlement will be based on the on board date for transit risk and date of loss for storage risk.

LABEL CLAUSE3 (A241)

96.12.26(96)新產精發字第 960997 號函備查

Label Clause3

In the event of a claim resulting in damage to labels or wrappers only, Assurers liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall Assurers be liable for more than the insured value of the damaged merchandise.

NOMINATED LOSS SURVEYORS CLAUSE (A242)

96.12.26(96)新產精發字第 960997 號函備查

Nominated Loss Surveyors Clause

It is noted and agreed, that the following surveying companies are approved and appointed by the Assurer and Assured to conduct the full processing of claim handling - including loss surveys, loss adjusting, recoveries, and managing the claims data for providing loss prevention recommendations, hereunder;

OTHER INSURANCE CLAUSE (A243)

96.12.26(96)新產精發字第 960997 號函備查

Other Insurance clause

Other insurance is noted and allowed. At the option of the Assured, where another policy(ies) is issued, and such other policy or policies, by virtue of their scope of cover, definitions, conditions, exclusions and/or limits of liability do not indemnify the Assured in whole or in part in respect of such damage, costs and other exposures covered by this Policy; then this Policy subject to its terms and Conditions shall indemnify to the extent that such indemnity is not provided by the other policy or policies.

The amount of any claim paid under such other policy or policies will be deemed not to have been paid for the purpose of determining the Assurer(s) Limit of Liability and Sub-Limits of Liability under this Policy.

Further, the Assurer of this Policy will indemnify the Assured for any differences.

The amount of any claim including the amount of any deductible paid under such other policy or policies will be used to erode the Deductible under this Policy.

PACKAGING CLAUSE4 (A244)

96.12.26(96)新產精發字第 960997 號函備查

Packaging Clause4

Notwithstanding anything contained herein to the contrary it is agreed that where packing or preparation is undertaken by the Assured or their sub-contractors, Assurers/Underwriters shall accept such packing or preparation as sufficient or suitable to protect the subject-matter insured against loss or damage and further agree to waive rights of subrogation against the Assured or their sub-contractor, where such waiver is given by the Assured to their sub-contractor.



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PAYMENT OF LOSS CLAUSE (A245)

96.12.26(96)新產精發字第 960997 號函備查

Payment of Loss Clause

In case of loss, such loss to be paid in __ days after proof of loss and proof of interest in the goods insured, and provide necessary documentation required by the loss adjustor and/or the insurance company.

PAYMENT(S) ON ACCOUNT CLAUSE (A246)

96.12.26(96)新產精發字第 960997 號函備查

Payment(s) on Account Clause

These Assurers agree that where the claim circumstances submitted demonstrate that only the quantum of the claim is to be agreed, a payment on account will be made equal to the lower of the amounts.

POSSESSION AND CONTROL CLAUSE3 (A247)

96.12.26(96)新產精發字第 960997 號函備查

Possession and Control Clause3

In the event of loss or damage from a peril insured herein to goods or merchandise carrying a brand or trademark or implying a guarantee of the manufacturers or of the Assured, the salvage value of such damaged goods or merchandise shall, with consultation with Assurers, be determined after removal of all brand or trademarks.

The Assured shall retain control of all damaged goods or merchandise and such goods or merchandise shall not be resold or otherwise disposed of without the Assured's consent. The Assured agrees wherever practicable to recondition and sell such goods or merchandise after removal of all brands and trademarks, provided it is understood and agreed that as such goods or merchandise could not be reconditioned, such goods or merchandise will be deemed as no salvage value and the Assured will destroy such goods or merchandise.

託運人利益條款 (A248)

96.12.26(96)新產精發字第 960997 號函備查

託運人利益條款

一、承保航程：

本保險之效力自貨物離開被保險人之倉庫或儲存處所開始，並繼續有效至下列兩種情況下終止，其中並包括貨物於港口倉庫等待裝船期間之風險(惟以 14 天為限)。

- (A) 若貿易條件為 CIF 或 C&I 時，直到貨物離開任何台灣港口之海關倉庫或最後儲存處所，或
- (B) 若貿易條件為 FOB 或 C&F 時，直到貨物裝載於任何台灣港口之指定船舶上為止。

二、承保範圍：

本保險承保所有因意外事故發生所引起被保險標之物之毀損滅失。惟以下除外事項引起之毀損滅失，不在本保險承保範圍之內。

三、除外事項：

本保險不承保下列毀損或滅失：

- (A) 無法使用或市場價格之損失。
- (B) 因運送遲延或貨物本質或因有瑕疵引起之毀損滅失。
- (C) 包裝不固或積載不當引起之毀損滅失。
- (D) 無法舉証之損失。
- (E) 因為被保險標之物之特性致重量減輕、腐化、發酵、生鏽、褪色、異味、蟲鼠咬損或自燃者。
- (F) 貨物存放於倉庫或其他建築物之損失，但正常運送途中必須之暫時儲存不在此限。
- (G) 被保險人故意或重大過失所致之毀損滅失。
- (H) 被保險人或其受僱人於執行職務時，因違法行為，無照駕駛或因酒類或藥劑影響所致之毀損滅失。
- (I) 運送工具超速、超載或違反交通法規引起之毀損滅失。
- (J) 由於敵人侵略、戰爭(不論宣戰與否)、類似戰爭行為、叛亂、內戰、

強力霸佔或被徵用、軍事演習或訓練、不論直接或間接所致之毀損滅失。

- (K) 由於罷工、暴動、民眾騷擾或類似行為以及恐怖份子或具有政治動機者之活動所致之毀損滅失或費用。
- (L) 由於原子反應或原子輻射或輻射污染，不論直接或間接所致之毀損滅失。



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INCREASED VALUE (A249)

96.12.26(96)新產精發字第 960997 號函備查

Increased Value

This insurance is to cover any difference between the value insured in the insurance furnished by the shipper, carrier or others and the value which would have been declared in accordance with the valuation clauses herein. Also to cover such proportion of excess General Average and/or Salvage Charges as shall not be recoverable under the insurance furnished by the shipper, carrier, or others but these Assurers shall not be liable for a greater proportion of such charges than the value insured hereunder (less a Particular Average for which these Assurers are liable) bear to the difference between the value insured under the insurance provided by the shipper, carrier, or others and the contributory value or to the total value insured against excesses if the total value insured against excesses exceeds such difference



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LABEL CLAUSE4 (A250)

96.12.26(96)新產精發字第 960997 號函備查

Label Clause4

In case of damage affecting labels, capsules or wrappers, these Assurers, if liable therefor under the terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall these Assurers be liable for more than the insured value of the damaged merchandise.

BRANDS OR TRADEMARKS CLAUSE (A251)

96.12.26(96)新產精發字第 960997 號函備查

Brands Or Trademarks Clause

In the case of damage to property bearing a brand or trademark, or the sale of which carries or implies a guarantee, the salvage value of such damaged property shall be determined after the removal of all brands or trademarks; in the event the brand or trademarks cannot be removed from container, the contents shall be transferred to plain bulk containers. With respect to any property and/or packages where it is impractical to destroy all evidence of the Assured's connection therewith, Assurers agree to consult and cooperate with the Assured with respect to the disposition of said property and/or packages. Should it become necessary to destroy the property and/or packages, the Assured shall give Assurers the opportunity to have a representative in attendance. All reasonable expenses incidental to the removal of brands or trademarks, or destruction of the property and packages, if necessary, shall be part of the claim.

This Policy covers damage to trade marked cartons, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repacking.

HOISTING RISK CLAUSE2 (A252)

96.12.26(96)新產精發字第 960997 號函備查

Hoisting Risk Clause2

Against all risks of Physical Loss and/or damage from any external cause. Coverage accidental damage to the equipment arising out of the hoisting operation but excludes any loss caused by the infidelity of employees of the Insured or their sub-contractors or persons to whom the property insured is on trusted. Coverage ceases when the property has been hoisted and thence to the destined floor of the insured (Address) – as arranged.

Excluding any loss and/or damage due to collapse of the stand for hoisting. Excluding the risks of War, Strikers, Riots, Insurrection, Rebellion, Revolution, Civil War or action taken by Governmental Authority in hindering, combating or defending against such an occurrence, seizure of destruction under quarantine or Customs regulation, confiscation by order of any Government or public authority, or risks of contraband or illegal transportation or trade.

DEBRIS REMOVAL CLAUSE3 (A253)

96.12.26(96)新產精發字第 960997 號函備查

Debris Removal Clause3

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefore, the cost of removal of cargo from any vessel or craft. In no case shall the insurers be liable under this Clause for more than 10% of the proportionate insured value under this policy of the subject-matter removed.

The coverage afforded hereunder shall not increase the Limits of Liability provided for hereunder.

DEFERRED UNPACKING CLAUSE3 (A254)

96.12.26(96)新產精發字第 960997 號函備查

Deferred Unpacking Clause3

It is mutually agreed that the Company shall be also liable for loss of or damage to the insured cargo consigned to the final destination or premises which is found at the time of deferred unpacking and caused by the perils insured against herein during the insured voyage and/or inland transit provided, however, such deferred unpacking be limited to ___ days after arrival of the cargo at the final premises.

This clause shall not be construed as an extension of the insured period, so the Company shall not be liable for loss or damage which may occur after the cargo has arrived at the final premises.

Warranted that upon arrival of the insured cargo at the final destination or premises if any damaged/abnormal condition is apparent to the external package(s), an immediate notice of it should be given to the Company by the Assured.

DEFERRED UNPACKING CLAUSE4 (A255)

96.12.26(96)新產精發字第 960997 號函備查

Deferred Unpacking Clause4

It is mutually agreed that the Company shall be also liable for loss of or damage to the insured cargo consigned to the final destination or premises which is found at the time of deferred unpacking and caused by the perils insured against herein during the insured voyage and/or inland transit provided, however, such deferred unpacking be limited to __ days after arrival of the cargo at the final premises.

This clause shall not be construed as an extension of the insured period, so the Company shall not be liable for loss or damage which may occur after the cargo has arrived at the final premises.

CONTROL OF DAMAGE GOODS CLAUSE2 (A256)

96.12.26(96)新產精發字第 960997 號函備查

Control of Damage Goods Clause2

Notwithstanding anything to the contrary contained elsewhere herein, it is understood and agreed that in the case of loss of or damage to the subject-matter insured under this insurance following a recoverable perils, the Assured in to retain control of all damaged, suspected damaged and undamaged parts of the subject-matter insured. Where the disposal, sale or repair of such goods is, in the opinions on the Assured and agreed by the insurer, detrimental to their interest and Assured shall dispose of the damage goods as they see fit with the insurer being entitled to any proceeds arising therefrom.

DEBRIS OF REMOVAL CLAUSE4 (A257)

96.12.26(96)新產精發字第 960997 號函備查

Debris of Removal Clause4

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses by the Assured for the removal and disposal or debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely.

- (1) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefore.
- (2) the cost of removal of cargo from any vessel or craft.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein subject to sub-limit _____ of loss per occurrence.

SMALL CLAIM CLAUSE4 (A258)

96.12.26(96)新產精發字第 960997 號函備查

Small Claim Clause4

It is hereby declared and agreed that minor claims up to the amount of \$___ or its equivalent in other currency per occurrence are subject to the following conditions being complying with:

1. Notice of loss should be given to the insurer in writing within one month after the Insured voyage terminates and the deferred unpacking clauses applied.
2. The Insured shall provide the Insurer with document, proofs, and information available to them with respect to the claim.
3. The Small Claim Clause shall be in no case applied to any loss(es) arising out of exclusion under this Policy.

SPECIAL WARRANTY FOR STEEL CARGO IN BULK (A) (A259)

96.12.26(96)新產精發字第 960997 號函備查

Special Warranty for Steel Cargo in Bulk (A)

It is hereby warranted that

- 1 Surveys at the ports of loading and discharge shall be conducted by Lloyds' surveyors or others approved by the Underwriters to certify weight and number of pieces of the insured cargo. Such survey fees shall be at the expense of the Assured.
- 2 The age of the carrying vessel shall not exceed ___ years.
Additional premiums are required of the carrying vessel between the ages of ___ and ___ in accordance with the current "Marine Cargo Coverage Surcharge Scale for Shipments by Vessel Held Covered" issued by "The Non-Life Insurance Association of The Republic of China."
- 3 In no case shall the carrying vessel be employed for the last voyage &/or for break-up.
- 4 This insurance is free from any liability for shortage in weight or alternatively number of pieces of the insured cargo. In case of shortage both in weight and number of pieces, it shall be payable for whichever is less.
- 5 This insurance does not cover loss, damage, expense or liability as a result of rust, oxidation, discoloration and/or contact with other materials unless caused by perils insured.

散裝鋼品特約條款 (A)

茲特別約定：

- (1) 被保險貨物之件數與重量應委由勞依茲或其他經保險人認可之公證人辦理裝卸貨公證事宜，公證費用由被保險人支付。
- (2) 載運船舶的船齡不得逾越___年；船齡在___至___年以內者，依中華民國產物保險商業同業公會編訂之【承保貨物海上保險逾齡船舶加費表】加收船舶逾齡加費。
- (3) 載運船舶不得為該船之最後航次及/或待解體者。
- (4) 本保險對被保險貨物件數或重量的任一單項發生短損不負賠償責任，倘件數及重量同時均有短損時，以二者較少之項目賠付。
- (5) 除直接由承保事故所致外，本保險不承保被保險貨物因生鏽、氧化、變色或與其他物質接觸等所致之毀損、滅失、費用或責任。



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拋棄代位求償權條款 (WAIVER OF SUBROGATION RIGHTS CLAUSE) (A260)

97.05.07(97)新產精發字第 970277 號函備查

拋棄代位求償權條款 (WAIVER OF SUBROGATION RIGHTS CLAUSE)

茲經雙方同意，本公司對與被保險人在所有權或經營理上有關係之人，同意拋棄代位求償權利。(對委外加工廠商/客戶/關係企業)

NEW FOR OLD CLAUSE (A261)

97.05.07(97)新產精發字第 970277 號函備查

New For Old Clause

舊機器設備之投保金額，須以舊機器設備之實際價值／折舊後之價值作為保險金額。修復更換之零件，乙方以新品賠付，不再扣除折舊。

退運品及舊品條款 (A262)

97.05.07(97)新產精發字第 970277 號函備查

退運品及舊品條款

本合約承保之貨物如為退運品或舊品，保險條件一律依英國協會貨物(C)條款(含裝卸時之危險)附加偷竊、短少及不能送達險承保。唯甲方於貨物裝運前已委託乙方指定之公證人辦妥公證者，仍可依本合約之保險條件承保。

舊機器按現有價值投保者，如因承保危險使其一部份遭受毀損或滅失時，其賠償金額應以所發生該受損部份之修換費用乘以該舊機器之保險金額與新機器價額之比例，另加運費及再裝置費用為限。唯無論在任何情況下，乙方之責任以不超過該舊機器之保險金額為限。甲方應將投保貨物係退運品或舊品之事實儘速通知乙方，並依約定之保險條件及費率支付保費。



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CARGO ISM ENDORSEMENT (JC98/019 1 MAY 1998) (A263)

97.05.07(97)新產精發字第 970277 號函備查

Cargo ISM Endorsement (JC98/019 1 May 1998)

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passenger and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers, and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipment on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operates do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- a) Either that such vessel was not certified in accordance with the ISM Code.
- b) Or that a current Document of Compliance was not held by her owners or operators

As required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.



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SECOND HAND REPLACEMENT CLAUSE (A264)

97.05.07(97)新產精發字第 970277 號函備查

Second Hand Replacement Clause

In the event of a claim for loss or damage to any part of the insured machine caused by a peril covered by this insurance, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new machine (on the date of attachment of cover hereunder in respect of the insured machine), plus additional charges (including Duty, if applicable) for forwarding and refitting the new part or parts if incurred.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.



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INLAND TRANSIT CLAUSE (ALL RISKS) (A265)

97.05.07(97)新產精發字第 970277 號函備查

Inland Transit Clause (All Risks)

This Insurance is against all risks of loss or damage to the subject matter insured from the time the goods leave the warehouse or premises of the consignor at the place named in the policy for the commencement of the transit and to expire on delivery to the warehouse or premises of the consignee at destination named in the policy but shall in no case be deemed to extend to cover loss or damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.



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FULL VALUE REPORTING (A266)

97.05.07(97)新產精發字第 970277 號函備查

Full Value Reporting

If the total value at risk exceeds the limit of liability provided by this policy, the Assured shall, nevertheless, report to the Assurers the full amount at risk and shall pay full premium thereon. The acceptance by these Assurers of such reports and premium, shall not alter or increase the limits of these Assurers' liability, but Assurers shall be liable for the full amount of loss up to, but not exceeding the applicable limits of liability. In the event of loss which exceeds the applicable Limit of Liability, any deductible will be subtracted from the applicable Limit of Liability and not from the full amount of loss.

This company shall pay in full a claim for General Average, Salvage and Special Charges or Expenses incurred under the Sue & Labor or Machinery Clauses even though the sum insured may be less than the contributing value or actual value of the goods and/or merchandise.



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CRAFT, ETC., CLAUSE (A267)

97.05.07(97)新產精發字第 970277 號函備查

Craft, etc., Clause

Including transit by craft, raft and/or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. Also to cover any special or supplementary lighterage to take the goods to or from the warehouse. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.



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DEVIATION (A268)

97.05.07(97)新產精發字第 970277 號函備查

Deviation

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment or any other interruption of the ordinary course of transit, from causes beyond the control of the Assured. It is agreed, however, that any such error, deviation or other occurrence mentioned in the above shall be reported to this Company as soon as known to the Assured, and additional premium paid if required.



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WAREHOUSING, FORWARDING CHARGES (A269)

97.05.07(97)新產精發字第 970277 號函備查

Warehousing, Forwarding Charges

Notwithstanding any average warranty contained herein, Underwriters agree to pay any landing, warehousing, forwarding and special charges or other expenses and/or particular charges, if incurred, also any partial loss arising from transshipment and loss, damage or expense reasonably attributed to discharge at port of distress for which this policy in the absence of such warranty would be liable. Also to pay the insured value of any package, piece or unit totally lost in loading, transshipment or discharge.



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SHORE CLAUSE (A270)

97.05.07(97)新產精發字第 970277 號函備查

Shore Clause

While in transit or otherwise on land this policy insures against loss and/or damage irrespective of percentage, caused by, or reasonably attributed to, fire, smoke, lightning, earthquake, volcanic action, typhoon, hurricane, cyclone, windstorm, landslide, flood, rising waters, sprinkler leakage, collision, upset, overturn, derailment or any other accident to the land conveyance, aircraft damage, falling objects, vehicular damage, collapse and/or subsidence of docks, wharves, piers, quays, bridges, culverts and/or other structures, whether the insurance be Free of Particular Average or otherwise; notwithstanding the foregoing however, shipments insured under the waterborne clause by broader than "Free of Particular Average" conditions are insured while in transit or otherwise on land under the same conditions.

CONSOLIDATION AND/OR REPACKING (A271)

97.05.07(97)新產精發字第 970277 號函備查

Consolidation and/or Repacking

It is hereby understood and agreed that notwithstanding anything contained elsewhere to the contrary (particularly the Transit Clause) the insurance provided under this policy shall also cover the goods insured while on the premises of freight forwarders, export packers, consolidators, truckers, warehousemen, suppliers or others, for the purpose of packing or repacking, consolidation, deconsolidation, containerization, or decontainerization anywhere in the World whether prior to loading or after discharge from overseas vessel for a period not exceeding sixty (60) days after arrival at such premises. Thereafter the insurance continues whilst in transit until the goods are delivered to the final warehouse at destination as provided in the Attachment and Termination and Transit Clauses. Held covered at a premium to be arranged in the event of delay in excess of the above time limit. Held covered at an additional premium to be determined for delays in excess of 60 days, provided the Assured gives prompt notice to the Company as soon as it becomes aware of any delay.

紅色部份可變動



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BOTH TO BLAME CLAUSE (A272)

97.05.07(97)新產精發字第 970277 號函備查

Both to Blame Clause

Where goods are shipped under a Bill of Lading containing the so-called "Both to Blame Collision" Clause, Underwriters agree as to all losses covered by this insurance, to indemnify the Assured for any amount (not exceeding the amount insured under this policy) which the Assured may be legally bound to pay to the shipowner under such clause. In the event that such liability is asserted, the Assured agrees to notify this Assurer who shall have the right at its own cost and expense to defend the Assured against such claim.



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INCHMAREE CLAUSE (A273)

97.05.07(97)新產精發字第 970277 號函備查

Inchmaree Clause

This insurance is also specially to cover any loss of or damage to the interest insured hereunder, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel by the master, mariners mates, engineers or pilots.



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EXPLOSION CLAUSE (A274)

97.05.07(97)新產精發字第 970277 號函備查

Explosion Clause

This insurance includes the risk of explosion, howsoever or wheresoever occurring during the currency of this insurance, unless excluded by the F.C. & S. Warranty or the S.R. & C.C. Warranty set forth herein.



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BILL OF LADING, ETC., CLAUSE (A275)

97.05.07(97)新產精發字第 970277 號函備查

Bill of Lading, etc., Clause

The Assured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party and/or Contract of Affreightment. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted and the wrongful act or misconduct of the shipowner or his servants causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on the policy. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed.



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FRAUDULENT BILLS OF LADING CLAUSE (A276)

97.05.07(97)新產精發字第 970277 號函備查

Fraudulent Bills of Lading Clause

This policy also covers physical loss of or damage to goods insured through the unknowing acceptance by the Assured and/or their Agents and/or Shippers of fraudulent Bills of Lading and/or Shipping Receipts and/or Messenger Receipts. In no event does this cover solely financial loss from fraud or misstatement.

Also to cover loss of or damage to goods insured caused by the utilization of legitimate Bills of Lading and/or other shipping documents without the authorization and/or consent of the Assured or its agents.



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RELEASED BILL OF LADING CLAUSE (A277)

97.05.07(97)新產精發字第 970277 號函備查

Released Bill of Lading Clause

Privilege is hereby given to ship goods covered by this Policy under usual released or limited liability bills of lading or shipping receipts without prejudice to the insurance hereunder.



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DUTY OF ASSURED (A278)

97.05.07(97)新產精發字第 970277 號函備查

Duty of Assured

It is the duty of the Assured and their agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees, or other third parties are properly preserved and exercised.



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WAIVER CLAUSE (A279)

97.05.07(97)新產精發字第 970277 號函備查

Waiver Clause

It is expressly declared and agreed that no acts of Underwriters or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.



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SUE AND LABOR CLAUSE (A280)

97.05.07(97)新產精發字第 970277 號函備查

Sue and Labor Clause

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard, and recovery of the aforesaid subject matter of this insurance, or any part thereof, without prejudice to this insurance; the charges whereof this Company shall bear in proportion to the sum hereby insured. It is expressly declared and agreed that no acts of these Assurers or the Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.



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INTERRUPTION OF TRANSIT OF DAMAGED GOODS (A281)

97.05.07(97)新產精發字第 970277 號函備查

Interruption Of Transit Of Damaged Goods

It is agreed that goods taken out of ordinary transit upon instructions of surveyors appointed by or on behalf of Underwriters for the purpose of establishment of loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment, without payment of additional premium or advice to Underwriters, during such interruption or suspension of transit until disposed of by delivery to and acceptance by the original consignee or by sale or otherwise, provided that during such interruption or suspension the Assured complies with the surveyor's instructions.



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CONCEALED DAMAGE/DELAY IN OPENING (A282)

97.05.07(97)新產精發字第 970277 號函備查

Concealed Damage/Delay In Opening

In the event of delay in opening packages at the insured destination, any damage discovered upon opening which can reasonably be attributed to having occurred during the insured voyage shall be adjusted in accordance with all other provisions of this policy; provided that the delay in opening does not exceed __ days from the date of arrival at the insured destination.

It is a condition of this insurance that packages showing evidence of external damage at the time of arrival at insured destination are to be opened immediately and inspected for damage.



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RETURNED AND/OR REFUSED SHIPMENTS (A283)

97.05.07(97)新產精發字第 970277 號函備查

Returned And/or Refused Shipments

Shipments returned and/or shipments refused by consignee are held covered continuously, subject to the terms and conditions of this contract, until disposed of by the Assured by return to a point of shipment or otherwise; provided, however, the goods and/or merchandise are properly packed for the return voyage.



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CONTAINER DEMURRAGE CHARGES (A284)

97.05.07(97)新產精發字第 970277 號函備查

Container Demurrage Charges

This policy shall cover demurrage charges and/or late penalties assessed against, and paid by, the Assured for late return of containers when said containers are retained by the Assured at the instruction of these Assurers for inspection by these Assurers' surveyor in investigation of loss or damage recoverable under this policy.

The time period for which Underwriters shall be liable for said charges and/or penalties shall begin at the time Underwriters instructs the Assured to retain the containers for inspection and end at the time Underwriter's surveyor instructs the Assured to return the containers.



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POLLUTION EXCLUSION CLAUSE (A285)

97.05.07(97)新產精發字第 970277 號函備查

Pollution Exclusion Clause

This policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, cost, liability, expense, fine or penalty of any kind or nature whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of oil, fuel cargo, petroleum products, chemicals or other substances of any kind or nature whatsoever. This exclusion, however, shall not apply to sums paid or payable, or liability of the Assured, for the physical loss of the property discharged, emitted, spilled, or leaked, PROVIDED, that such sums or such liability, is covered elsewhere under the terms and conditions of this policy.



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DIFFERENCE IN CONDITIONS, INCREASED VALUE, CONTINGENCY (A286)

97.05.07(97)新產精發字第 970277 號函備查

Difference in Conditions, Increased Value, Contingency

It is agreed that this policy also covers goods and/or merchandise purchased by the Assured on C.I.F. terms or other terms of purchase whereby marine insurance is provided by the seller, or shipments insured and carried under tariffs providing insurance are covered hereunder (the Assured's interest being hereby admitted), subject to any or all of the following clauses:

A. DIFFERENCE IN CONDITIONS

This insurance is to cover the risks not covered in the insurance furnished by the shipper, carrier or others but which would be covered had the insurance been originally declared hereunder.

B. INCREASED VALUE

This insurance is to cover any difference between the value insured in the insurance furnished by the shipper, carrier or others and the value which would have been declared in accordance with the valuation clauses herein. Also to cover such proportion of excess General Average and/or Salvage Charges as shall not be recoverable under the insurance furnished by the shipper, carrier, or others but these Assurers shall not be liable for a greater proportion of such charges than the value insured hereunder (less a Particular Average for which these Assurers are liable) bear to the difference between the value insured under the insurance provided by the shipper, carrier, or others and the contributory value or to the total value insured against excesses if the total value insured against excesses exceeds such difference.

C. CONTINGENCY INSURANCE, UNPAID VENDOR

It is understood and agreed that on all shipments of goods sold by the Assured on Cost & Freight, F.O.B., F.A.S., or other terms whereby the Assured is not required to furnish insurance, this policy is extended to cover only the interest of the Assured as an unpaid vendor, from the time shipments become at the risk of the customer under the terms of the sale until payment of draft, but in no event beyond the time when this Assurer's risk would normally cease under the terms of this policy.

It is further understood and agreed that in no event shall this insurance inure to the benefit of the buyer or his Underwriter, but in the event of a loss occurring which would be collectible hereunder but for such terms of sale and the Assured is unable to collect the purchase price from the buyer in regular course, these Assurers will advance to the Assured

the amount of such loss pending collection from the buyer; such advance will be made as a loan without interest refundable only in the amount collected from the buyer or from his Underwriters; the Assured hereby agreeing to use all reasonable means to collect the full amount due from the buyer and to reimburse these assurers.



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F. O. B. , F. A. S. , C&F SALES (A287)

97.05.07(97)新產精發字第 970277 號函備查

F.O.B., F.A.S., C&F Sales

This insurance is extended to cover shipments sold by the Assured on F.O.B., F.A.S., Cost and Freight or similar terms whereby the Assured is not obligated to furnish marine insurance. This policy attaches subject to its terms and conditions and continues until goods are loaded on board the overseas vessel or until the Assured's interest ceases, whichever shall first occur. These shipments will be valued per the terms and conditions of **BASIS OF VALUATION**.



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ADMITTED INSURANCE-DIFFERENCE IN CONDITIONS (A288)

97.05.07(97)新產精發字第 970277 號函備查

Admitted Insurance-Difference In Conditions

It is agreed that where the Assured or any of their Associated, Affiliated or Companies or Partners are obligated by legislation or otherwise to arrange insurance locally, they shall continue to have the full benefits of these insurances in respect to difference in perils insured, definitions, conditions and/or limits of liability.



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NON-ADMITTED INSURANCE-TAX CLAUSE (A289)

97.05.07(97)新產精發字第 970277 號函備查

Non-Admitted Insurance –Tax Clause

In the event of a loss payable under this policy to a foreign subsidiary of the Assured, where it is not legally permissible to pay the claim in the country of the loss, it is agreed that these Assurers will pay the Assured the income tax the Assured must pay on the recovered claim, not to exceed ___% of the recovered claim amount.



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SPECIAL POLICIES/ISSUANCE OF CERTIFICATES (A290)

97.05.07(97)新產精發字第 970277 號函備查

Special Policies/Issuance Of Certificates

Privilege is hereby granted the Assured to countersign these Assurers' certificates or special policies of insurance for any or all risks covered hereunder, it being agreed, however, that no certificate or policy shall be valid unless countersigned by an authorized representative of the Assured. The Assured agrees to forward copies of all policies and/or certificates to the Broker for transmittal to this Company. Permission is also granted to the Assured to attach the new London Institute Cargo Clauses (A, B, and C) and War, Strikes, Riots and Civil Commotions Clauses dated 1/1/82 to policies and/or certificates of insurance where such clauses are required by the terms of sale, letter of credit or other banking requirements.

If the Assured issues a Certificate of Insurance or Special Marine Policy without incorporating the applicable deductible set forth in the policy, if any, the Assured agrees to reimburse these Assurers for the full amount of any loss that these Assurer's pay under such Certificate of Insurance or Special Marine Policy, including all allocated loss adjustment expenses up to the amount of the deductible.

If the Assured issues a Certificate of Insurance of Special Marine Policy with terms varying from the conditions of this Policy, but not wider than "all risks" of physical loss or damage, and/or written instructions given by the Assurer or their agents, the Assured agrees to reimburse the Company for the full amount of the loss that the Company pays, including survey fees and loss adjustment fees and expenses caused by such variation under such Certificate of Insurance or Special Marine Policy.



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DELIBERATE DAMAGE-CUSTOMS SERVICE (A291)

97.05.07(97)新產精發字第 970277 號函備查

Deliberate Damage – Customs Service

This policy is also specially to cover, notwithstanding the Free of Capture & Seizure warranty contained herein, loss of or damage to the goods insured arising out of the performance of inspection duties by Customs Service Agents or other duly constituted governmental agencies who are performing inspection duties of or for the Customs Service.

This Clause shall not increase the Limit of Liability provided for under this policy.



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FUMIGATION CLAUSE (A292)

97.05.07(97)新產精發字第 970277 號函備查

Fumigation Clause

In the event of any vessel or other place being fumigated and direct loss or damage to goods insured hereunder results therefrom, Underwriters agree to indemnify the Assured for such loss or damage, and the Assured agrees to subrogate to Underwriters any recourse that they may have for recovery of such loss or damage from others.



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SHORTAGE FROM CONTAINERS (A293)

97.05.07(97)新產精發字第 970277 號函備查

Shortage From Containers

With respect to shipments of goods in containers, this Policy is also to pay for shortage of contents, meaning thereby the difference between (1) the number of packages or units loaded or said to be loaded in the container as per the shipper's or supplier's invoice or packing list and (2) the number of packages or units unloaded from the container by the Assured or consignee or their agent.



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CLAUSES COVERING DUTY (A294)

97.05.07(97)新產精發字第 970277 號函備查

Clauses Covering Duty

This insurance also covers, subject to policy terms of average, the risk of partial loss by reason of perils insured against on the duties and/or excise taxes imposed on goods and/or collect freight and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel or conveyance, the increased value, consequent upon the payment of such duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

Any limit of liability expressed in this policy shall be applied separately to such increased value.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when these Assurers so elects, surrender the merchandise to the customs authorities and recover duties thereon as provided by law, in which event the claim under this policy shall only be for a total loss of the merchandise so surrendered and expenses.

This insurance on duty, excise taxes, collect freight, and/or increased value shall terminate at the end of the transit movement covered under this policy (including the Transit Clause if incorporated herein), but nothing contained in these clauses shall alter or affect any coverage granted elsewhere in the policy during the storage or transit subsequent thereto.



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SALESPERSON' S SAMPLES (A295)

97.05.07(97)新產精發字第 970277 號函備查

Salesperson's Samples

In consideration of premium payable as agreed and subject to the limit of liability, this Policy is extended to cover salesperson's samples, tools of salespersons, repairers, or other representatives of the Assured but only while in the possession of such salespersons, repairers, or other representatives of the Assured and irrespective of whether such salesperson's samples, tools, and other similar property of the Assured is in transit or otherwise, but excluding while at any owned, leased, or controlled location of the Assured. Each claim for loss or damage which results from a single loss occurrence shall be adjusted separately and from the amount of each such adjusted claim, the sum of limit of liability shall be deducted.



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NOTICE OF LOSS CLAUSE (A296)

97.05.07(97)新產精發字第 970277 號函備查

Notice of Loss Clause

Unless instructions have been given to the contrary, the Assured shall report to, the broker of record (for transmission to this Company) or to the agents of this Company, if there be one at or near the place where the loss occurred or the expenses are incurred, or if there be none in the vicinity to _____, every loss or damage which may become a claim under this insurance as soon as possible after it becomes known to the Assured and/or Consignee.



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PARTIAL LOSS (A297)

97.05.07(97)新產精發字第 970277 號函備查

Partial Loss

In all cases of damage caused by perils insured against, the loss shall as far as practicable, be ascertained by a separation and a sale or appraisal of the damaged portion only of the contents of the packages so damaged and not otherwise.



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CONSTRUCTIVE TOTAL LOSS (A298)

97.05.07(97)新產精發字第 970277 號函備查

Constructive Total Loss

No recovery for a Constructive Total Loss shall be had hereunder unless the property insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value when the expenditure had been incurred.



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CONTROL OF DAMAGED MERCHANDISE (A299)

97.05.07(97)新產精發字第 970277 號函備查

Control of Damaged Merchandise

Notwithstanding anything to the contrary contained elsewhere herein, it is understood and agreed that in case of damage to goods insured under this policy, the Assured is to retain control of all damaged goods.

The Assured, however, agrees wherever practicable to recondition and sell such goods after removal of all brands and trademarks or identifying characteristics at this Company's expense. The Assured shall be the sole judge as to whether the goods involved are fit for sale as salvage or otherwise or are to be destroyed and may in any event stamp "salvage" on the merchandise or its containers, this Company to be the sole beneficiaries of the salvage proceeds, if any.



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RIGHT OF FIRST REFUSAL (A300)

97.05.07(97)新產精發字第 970277 號函備查

Right of First Refusal

In the event of damage to goods and/or merchandise covered under this policy and said goods and/or merchandise are to be sold as salvage, the Assured shall have the right of first acceptance of the damaged merchandise providing that their offer is fair and reasonable in the opinion of these Assurers.



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EXPEDITING PAYMENT OF LOSS (A301)

97.05.07(97)新產精發字第 970277 號函備查

Expediting Payment of Loss

Notwithstanding the above Payment of Loss Clause, it is agreed that claims for loss or damage amounting to less than \$_____, as adjusted, shall be paid by these Assurers within _____ (____) business days after receipt of the following documentation:

- a) Bill of Lading/Airwaybill/Warehouse receipt;
- b) Commercial Invoice;
- c) Claim against Carrier or Warehouseman;

Any indication that a loss has occurred, i.e. statement of claim from the Assured or their Consignee, copy of a delivery receipt with exceptions or customer credit memo.



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SUBROGATION (A302)

97.05.07(97)新產精發字第 970277 號函備查

Subrogation

It is a condition of this insurance that upon payment of any loss the Company shall be subrogated to all rights of the Assured, and the Assured's assignee, against third parties with respect to such loss.



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SERVICE OF SUIT (A303)

97.05.07(97)新產精發字第 970277 號函備查

Service of Suit

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and or Canada and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon:

U.S.A.
MENDES AND MOUNT
750 Seventh Avenue
New York, New York 10019

CANADA
M.J. OPPENHEIM C.A.
1155, Rue Metcalfe, Suite 1540
Montreal, Quebec, Canada H3B

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be serviced any lawful process in any action, suite or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

EXHIBITION/TRADE FAIRS (A304)

97.05.07(97)新產精發字第 970277 號函備查

Exhibition/Trade Fairs

- A. This policy is hereby extended to cover goods and/or merchandise in which the Assured has an insurable interest while in transit to and/or from and while temporarily located at Trade Fairs and/or Exhibitions.
- B. This Company shall be liable for no more than limit of liability for any portion of the transit and/or Trade Fairs and/or Exhibition coverage.
- C. If in the event of loss or damage to property hereby insured, any other valid insurance, effected by or for the Assured, exists covering the same property, this insurance shall be considered as excess insurance and this Company shall be liable only for the amount which cannot be collected under such other insurance, subject to the limit of liability as stated in limit of liability.
- D. An accurate record shall be kept by the Assured of all Trade Fairs and/or Exhibitions covered by this Endorsement and such shall be reported to this Company as required.
- E. Goods and/or Merchandise insured hereunder shall be valued at Replacement Cost.
- F. Notwithstanding the foregoing provisions, this insurance is free from claim for loss or damage caused by:
 - (1) Blowout, short circuit or other electrical disturbances (other than lightning) within such property unless fire ensues and then only for the loss or damage caused by the ensuing fire;
 - (2) Delay, howsoever caused, wear, tear gradual deterioration, inherent vice, latent defect, and mechanical breakdown;
 - (3) Repairing, adjusting, servicing, maintenance, operation or the use of the property insured unless fire ensues and then only for the loss or damage caused by the ensuing fire;
 - ~~(4) Conversion or other acts or omissions of a dishonest character on the part of the Assured or his or their employees, or any person to whom the property insured may be delivered or entrusted by whomsoever for any purpose whatever;~~
 - ~~(5) Those risks excepted by F.C. and S. warranty in this Contract.~~



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CANCELLATION CLAUSE5 (A305)

97.05.07(97)新產精發字第 970277 號函備查

Cancellation Clause5

The inclusion in this Contract of insurance against WAR risks may be cancelled by either the Underwriters or the Assured giving ___ days' notice.

The inclusion in this Contract of insurance against STRIKES, RIOTS, CIVIL COMMOTIONS AND MALICIOUS DAMAGE ETC. risks may be cancelled by either the Underwriters or the Assured giving 7 days' notice.

Except as above, this policy may be canceled by the Insured at any time by written notice to the Company. This policy may be canceled by the Company by mailing to the Insured written notice stating when, not less than ___ days, thereafter, such cancellation shall be effective.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Underwriters but shall not apply to any transit insurance which shall have been declared or attached in accordance with Contract terms and conditions before the cancellation becomes effective.



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MACHINERY CLAUSE3 (A306)

97.05.07(97)新產精發字第 970277 號函備查

Machinery Clause3

When the property insured under this policy includes a machine consisting when complete for sale or use of several parts, then in case of loss or damage covered by this insurance to any part of such machine, Underwriters shall be liable only for the proportion of the insured value of the part lost or damaged, or at the Assured's option, for the cost and expense, including labor and forwarding charges, of replacing or repairing the lost or damaged part; but in no event shall this company be liable for more than the insured value of the complete machine.



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OTHER INSURANCE3 (A307)

97.05.07(97)新產精發字第 970277 號函備查

Other Insurance3

As respects each shipment or other insured interest:

- A. This policy shall be deemed void to the extent of any insurance procured by any carrier or other bailee which is available to the beneficiary hereof or will be so available if this insurance is voided.
- B. If the Assured or others (excepting any carrier or other bailee) shall have procured any other insurance attaching on an earlier date than the date of attachment hereunder, then this policy shall be liable only to the extent of any deficiency in such prior insurance as compared to the insured value hereunder.
- C. If the Assured or others (excepting any carrier or other bailee) shall have procured any other insurance attaching on a later date than the date of attachment hereunder, then this policy shall be liable for the full extent of the sum insured by this policy without right to claim contribution from such subsequent insurance.
- D. If the Assured or others (excepting any carrier or other bailee) shall have procured any other insurance attaching on the same date as insurance hereunder, this policy shall be liable, only for the prorata share of any claim that the insured value hereunder bears to the total amount available from all insurance.
- E. If the Company is relieved of any liability by the operation of this clause it shall, nevertheless, retain all premium. In consideration of such premium the Company guarantees prompt payment of claims covered by this insurance. The Company further insures against any difference in conditions which make the other insurance less favorable to the beneficiary than insurance hereunder. In no event shall the Company be liable for a greater sum by the operation of this clause than it would be liable for if there were no other insurance.



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DELIBERATE DAMAGE-POLLUTION HAZARD (A308)

97.05.07(97)新產精發字第 970277 號函備查

Deliberate Damage – Pollution Hazard

This policy is extended to cover, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the policy (subject to all its terms, conditions and warranties) if the property insured would have sustained physical loss damage as a direct result of such accident or occurrence.



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HOISTING RISKS CLAUSE-ALL RISKS2 (A309)

97.05.07(97)新產精發字第 970277 號函備查

Hoisting Risks Clause – All Risks2

Against all risks of physical loss and/or damage from any external cause.

Cover accidental damage to the goods insured arising out of the hoisting operation but excludes any loss caused by the infidelity of employees of the Insured or their sub-contractors or persons to whom the property insured is on trusted. Coverage ceases when the property has been hoisted and thence to the destined floor of the insured (address) – as arranged.

Excluding any loss and/or damage due to collapse of the stand for hoisting. Excluding the risks of war, strikes, riots, insurrection, rebellion, revolution, civil war or act in taken by governmental authority in hindering, combating or defending against such an occurrence, seizure of destruction under quarantine or customs regulation, confiscation by order of any Government or public authority, of risks of contraband or illegal transportation of trade.

Warranted hoisted by professional hoister only.



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VOYAGE CLAUSE2 (A310)

97.05.07(97)新產精發字第 970277 號函備查

Voyage Clause2

The insurance hereunder attaches from the time the subject-matter insured becomes at the Assured's risk or the Assured assumes interest and whilst the subject-matter insured is in the normal course of transit, including whilst held as stock (at warehouse or elsewhere as defined herein) and until the Assured's risk and/or interest finally ceases or delivery to final consignee, whichever the soonest.

Including any interest held for purpose of consolidation and/or whilst in Customs and during transshipment and craft risks whether customary or otherwise.

Including cover throughout all loading and unloading, lifting, hoisting operations.

Specifically including coverage in respect of subject-matter insured to, from or whilst at exhibitions, trade fairs or similar displays.



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PARCEL POST “ALL RISKS” CLAUSE2 (A311)

97.05.07(97)新產精發字第 970277 號函備查

Parcel Post “All Risks” Clause2

(Including sending by couriers)

Cover all risks of transit from the time posting until safely delivered as addresses Warranted free of loss or damage caused by or arising from atmospheric of climate conditions, wear and tear, gradual deterioration or depreciation, moth, vermin or inherent vice or nature of the subject matter insured or delay and consequential loss.

Signature on post office form of receipt with seals intact shall be deemed proof of safe delivery. Including Strikes, Riots, Civil Commotions.

INSTITUTE WAR CLAUSES (SENDINGS BY POST) (A312)

97.05.07(97)新產精發字第 970277 號函備查

1/1/82

INSTITUTE WAR CLAUSES (sendings by Post)

RISKS COVERED

- | | | |
|-----|--|------------------------------|
| 1 | This insurance covers, except as provided in Clause 3 below, loss of or damage to the subject-matter insured caused by | Risks
Clause |
| 1.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| 1.2 | capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat | |
| 1.3 | derelict mines torpedoes bombs or other derelict weapons of war. | |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General
Average
Clause |

EXCLUSIONS

- | | | |
|-----|---|---------------------------------|
| 3 | In no case shall this insurance cover | General
Exclusions
Clause |
| 3.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| 3.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 3.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 3.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 3.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 3.6 | any claim based upon loss of or frustration of the voyage or adventure | |
| 3.7 | loss damage or expense arising from any hostile use of any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |

DURATION

- | | | |
|---|---|-------------------|
| 4 | This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate. | Transit
Clause |
| 5 | Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void. | |

CLAIMS

- | | | |
|-----|--|---------------------------------|
| 6 | 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the of the loss. | Insurable
Interest
Clause |
| 6.2 | Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. | |

MINIMISING LOSSES

- | | | |
|-----|--|------------------------------|
| 7 | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of
Assured
Clause |
| 7.1 | to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and | |
| 7.2 | to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. | |
| 8 | Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. | Waiver
Clause |

AVOIDANCE OF DELAY

- | | | |
|---|--|--------------------|
| 9 | It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. | Despatch
Clause |
|---|--|--------------------|

LAW AND PRACTICE

- | | | |
|----|--|---------------------------------------|
| 10 | This insurance is subject to English law and practice. | English Law
and Practice
Clause |
|----|--|---------------------------------------|



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FOB/C&F ENDORSEMENT2 (A313)

97.05.07(97)新產精發字第 970277 號函備查

FOB/C&F ENDORSEMENT2

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise sold on F.O.B., C&F., or similar terms whereby marine insurance is effected by the buyer. This insurance attaches from commencement of transit at the Assured's plant or other place of shipment and terminates when the assured's interest ceases but not later than the time the goods and/or merchandise are laden on board the vessel, or at time of transfer of title, whichever shall first occur.



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CIF/C&I ENDORSEMENT (A314)

97.05.07(97)新產精發字第 970277 號函備查

CIF/C&I ENDORSEMENT

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, Assurers are to be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Assurers and/or other parties.



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PERILS CLAUSE (A315)

97.05.07(97)新產精發字第 970277 號函備查

PERILS CLAUSE

Touching the adventures and perils which the Underwriters are content to bear, and take upon themselves, they are of the Seas, Fire, Assailing Thieves, Jettisons, Barratry of the Master and Mariners, and all other like perils, losses and misfortunes, that have or shall come to the hurt, detriment or damage of the said goods and merchandise or any part thereof, except as may be otherwise provided for herein or endorsed hereon.



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CARRIER/BAILEE CLAUSE (A316)

97.05.07(97)新產精發字第 970277 號函備查

CARRIER/BAILEE CLAUSE

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.



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NORTH AMERICAN CLASSIFICATION CLAUSE (A317)

97.05.07(97)新產精發字第 970277 號函備查

NORTH AMERICAN CLASSIFICATION CLAUSE

Applying to shipments per Steamers and/or Motor Vessels only

OCEAN VESSELS: Per regular line iron or steel steamers and/or motor vessels operating in their regular trade, which are not over 20 years of age (but 15 years with respect to Bulk, Tank and/or Ore/Oil vessels) nor less than 1,000 tons net register and which are classed A-1 American Record or 100A-1 Lloyd's Register, or equivalent, but excluding vessels built (A) during World War II, or B for Military or Naval Service. Also per other iron or steel steamers or motor vessels which are not over 20 years of age (but 15 years with respect to Bulk, Tank and/or Ore/Oil vessels) nor less than 1,000 tons net register and which are classed A-1 American Record or 100A-I Lloyd's Register or equivalent.

SHIPMENTS ON GREAT LAKES INCLUDING MARITIMES: Per vessels, built for service on the Great Lakes for carriage and/or storage of grain, approved by the United States Salvage Association or by any recognized Classification Society.

For Shipments per Steamers and/or Motor Vessels excluded by the above wording, additional premiums shall be payable as per current Cargo Reinsurance Association Bulletin or subsequent amendments thereto.

The above provisions shall not, however, prejudice any claim hereunder, when presentation of the advice of such claim to Underwriters is the first indication that a transshipment, beyond control of the Assured, has been made by a vessel which is not covered above, provided the appropriate additional premium is paid as soon as practicable thereafter.



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ACCUMULATION (A318)

97.05.07(97)新產精發字第 970277 號函備查

ACCUMULATION

Should there be any other accumulation of interests beyond such limits of liability by reason of interruption of transit and/or other circumstances beyond the control of the Assured, Underwriters shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable for the full amount at risk, but in no event are Underwriters liable for hereunder for more than double the limits of liability expressed herein.



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PARAMOUNT WARRANTIES (A319)

97.05.07(97)新產精發字第 970277 號函備查

PARAMOUNT WARRANTIES

The following Warranties shall be paramount and shall not be modified or superseded by any other provision included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes said risks:

A. F.C. & S. WARRANTY (APRIL 3, 1980):

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY THIS INSURANCE IS WARRANTED FREE FROM:

- (1) capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- (2) all loss, damage or expense, whether in time of peace or war, caused by (a) any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or (b) any mine or torpedo;
- (3) all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than weapons of war) or with any fixed or floating object (other than mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power;
- (4) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom; or from the consequences of the imposition of martial law, military or usurped power; or piracy.

B. S.R. & C.C. WARRANTY (APRIL 3, 1980):

- (1) strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrences or disorders;
- (2) vandalism, sabotage or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

**C. AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION
CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 **any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
(U.S.A. ENDORSEMENT)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

**D. AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND
ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003) :**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

E. DELAY WARRANTY:

Warranted free from claim for loss of market or for loss, damage, expense or deterioration arising from delay, whether caused by a peril insured against or otherwise, unless expressly assumed in writing herein.



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WAREHOUSE TO WAREHOUSE CLAUSE (A320)

97.05.07(97)新產精發字第 970277 號函備查

WAREHOUSE TO WAREHOUSE CLAUSE

This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy, certificate or declaration for the commencement of the transit and continues until:

- (i) the goods are delivered to the Consignee's or other final warehouse or place of storage at the destination named in the policy, certificate, or
- (ii) the goods are delivered to any other warehouse or place of storage, whether prior to or at the destination named in the certificate, declaration, or special policy, which the Assured elects to use either:
 - (i) for storage other than in the ordinary course of transit, or
 - (ii) for allocation or distribution, or
- (iii) the expiry of sixty(60) days (30 days on air shipments) after completion of discharge from the overseas vessel or aircraft, whichever shall first occur.

In the event of delay in excess of the limits specified in (iii) above arising from circumstances beyond the control of the Assured, held covered for an additional thirty (30) days provided the Assured give notice thereof to these Assurers as promptly as possible but in any event prior to the expiry of the said (30) days period.

紅字部份可修改

MARINE EXTENSION CLAUSES2 (A321)

97.05.07(97)新產精發字第 970277 號函備查

MARINE EXTENSION CLAUSES2

- A. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy, certificate or declaration for the commencement of the transit and continues until the goods are delivered to the final Warehouse at the destination named in the Policy, Certificate or Declaration, or a substituted destination as provided in Clause C hereunder.
- B. This insurance specially to cover the goods during:
- (i) deviation, delay, forced discharge, reshipment, transshipment and
 - (ii) any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.
- C. In the event of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided in **Clause ____**.
- D. If while this insurance is still in force and before the expiry of () days from midnight of the day on which the discharge overseas of the goods hereby insured from the overseas vessel at final port of discharge is completed, the goods are re-sold (not being a sale within the terms of Clause .C. and are to be forwarded to a destination other than that covered by this insurance, the goods are covered hereunder while deposited at such port of discharge until again in transit or until the expiry of the aforementioned () days, whichever shall first occur. If a sale is effected after the expiry of the aforementioned () days while this insurance is still in force the protection afforded hereunder shall cease as from the time of the sale.
- E. Held covered in case of change or voyage or of any omission or error in the description of the interest, vessel or voyage.
- F. This insurance shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.**
- G. It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Assured.



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SOUTH AMERICAN ENDORSEMENT (A322)

97.05.07(97)新產精發字第 970277 號函備查

SOUTH AMERICAN ENDORSEMENT

It is hereby understood and agreed that the following clause will apply to all shipments insured in U.S. currency and shipped to South America:

"Notwithstanding anything contained elsewhere herein to the contrary (particularly the Warehouse to Warehouse and Marine Extension Clauses) the insurance provided hereunder shall continue to cover for _____() days { _____() days on shipments via the Magdalena River} after completion of discharge of the overseas vessel at port of destination or until the goods are delivered to the final warehouse at destination, whichever may first occur, and shall then terminate."

"The time limit referred to above to be reckoned from midnight of the day on which the discharge of the overseas vessel is completed."



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S. R. & C. C. ENDORSEMENT (A323)

97.05.07(97)新產精發字第 970277 號函備查

S.R. & C.C. ENDORSEMENT

THIS INSURANCE ALSO COVERS:

- (A) Physical loss of or damage to property insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions;
- (B) Physical loss of or damage to the property insured directly caused by vandalism, sabotage or malicious acts; and,
- (C) Physical loss of or damage to the property insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional; PROVIDED that any claim to be recoverable under this subsection (3) be not excluded by the F.C. & S. Warranty in the Policy to which this endorsement is attached. Notwithstanding the foregoing, coverage under this subsection (3) is conditional upon the property insured being in the ordinary course of transit and, in any event, **shall terminate**:
 - (1) As per the Warehouse to Warehouse and Marine Extension Clauses, __ Day South American Clause and any other clauses relating to duration of transit contained in or endorsed onto the Policy; *or*,
 - (2) on delivery to the consignee's or other final warehouse or place of storage at the destination named herein; *or*,
 - (3) on delivery to any warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution; *or*,
 - (4) in respect of marine transits, on the expiry of __ days after completion of discharge overside of the property insured from the vessel at the port of discharge; *or*,
 - (5) in respect of air transits, on the expiry of __ days after unloading the property insured from the aircraft at the place of discharge;

whichever shall first occur.

While the property insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the U.S. Virgin Islands and Canada, this insurance is extended to cover physical loss of or damage to the property insured directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described property is situated.

Nothing in this endorsement shall be construed to cover any loss, damage or expense directly or indirectly arising from, contributed to or caused by any of the following, whether due to a peril insured against or otherwise:

- (a) change in temperature or humidity;
- (b) the absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion;
- (c) loss of market or loss, damage or deterioration arising from delay;
- (d) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, except to the limited extent that the acts of certain agents acting secretly have been expressly covered above; or,
- (e) nuclear reaction, radiation or radioactive contamination.

The Assured agrees to report all shipments attaching under this cover and to pay premiums therefore at the rates established by the Assurer from time to time.

This endorsement may be canceled by either party upon forty-eight hours written, telegraphic or telefaxed notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder.



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BROKER CLAUSE (A324)

97.05.07(97)新產精發字第 970277 號函備查

BROKER CLAUSE

It is a condition of this Policy, and it is hereby agreed that the Assured's Brokers, shall be deemed to be exclusively the agents of the Assured and not of _____ or Underwriters. Any notice given or delivered by or on behalf of this Company to the said Brokers in connection with or affecting this insurance shall be deemed to have been delivered to the Assured.



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PARCEL POST “ALL RISKS” CLAUSE3 (A325)

97.05.07(97)新產精發字第 970277 號函備查

PARCEL POST “ALL RISKS” CLAUSE3

Cover all risks of transit from the time posting until safely delivered as addresses Warranted free of loss or damage caused by or arising from wear and tear, gradual deterioration or depreciation, or inherent vice or nature of the subject matter insured or delay and consequential loss.



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BUYER/SELLERS CONTINGENCY INTEREST2 (A326)

97.05.07(97)新產精發字第 970277 號函備查

BUYER/SELLERS CONTINGENCY INTEREST2

Interest sold by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect payment for lost or damaged interest provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance. Interest purchased by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect claim for lost or damaged interest from other insurers provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

This Policy shall also pay for loss or damage in the event that, and to the extent that other parties responsible to insure fail to do so or where such insurance fails to respond to the extent that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

Subject to the following :

1. Warranted that cover under this clause shall be for the benefit of the named Assured only and cover ceases to operate in the event that there be any other insurance covering the said goods.
2. It is a condition of this clause that the Assured must give notice to the Company as soon as possible of any occurrence whereby the risk and / or property in the goods remains with, or reverts to, the Assured.
3. All rights and benefits against any other parties or person/s are to be subrogated to the Company.



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DEFERRED UNPACKING CLAUSE5 (A327)

97.05.07(97)新產精發字第 970277 號函備查

DEFERRED UNPACKING CLAUSE5 (xx DAYS)

It is agreed that any loss or damage found upon opening of original shipping packages at the final destination (but not exceeding ___ days after delivery to the final destination as provided elsewhere in this Policy) shall be adjusted and paid by Assurers in the same manner as though the original shipping packages has been opened immediately upon their arrival, provided such loss or damage is otherwise recoverable under the terms of this Policy.

Where original shipping package arrive at the final destination in a visibly damaged condition, they are to be opened immediately.



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EXPEDITING EXPENSES CLAUSE4 (A328)

97.05.07(97)新產精發字第 970277 號函備查

EXPEDITING EXPENSES CLAUSE4

In consideration of the premium paid hereunder, the Underwriters agree to indemnify the Assured in respect of extra charges including but not limited to overtime work, night work, work on a public holiday(s) and express freight.



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LOADING/UNLOADING CLAUSE3 (A329)

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LOADING/UNLOADING CLAUSE3

It is also agreed to extend coverage to include whilst the interest is during loading and unloading.



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HOISTING RISKS CLAUSE-ALL RISKS3 (A330)

97.05.07(97)新產精發字第 970277 號函備查

HOISTING RISKS CLAUSE-ALL RISKS3

Against all risks of physical loss and/or damage from any external cause.
Cover accidental damage to the equipment and/or machinery and/or any
insured interest arising out of the hoisting operation.



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SMALL CLAIMS CLAUSE5 (A331)

97.05.07(97)新產精發字第 970277 號函備查

SMALL CLAIMS CLAUSE5 **(LESS THAN \$ _____)**

It is agreed that the Assureds can file a direct claim against the Insurers/Assurers/Company without need of the presentation of a survey report for any case where the claimed amount is less than \$ _____ or its equivalent in another currency.

The following documents / information are to be supplied:

- Incident report form and Damage Report. If any ;
- Copy of invoice, B/L, Packing List, and Photo;
- Correspondence with carriers, if any ;
- Statement of claim.



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FOB ENDORSEMENT CLAUSE2 (A332)

97.05.07(97)新產精發字第 970277 號函備查

FOB ENDORSEMENT CLAUSE2

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise sold on F.O.B., C&F., or similar terms whereby marine insurance is effected by the buyer. This insurance attaches from commencement of transit at the Assured's plant or other place of shipment and terminates when the assured's interest ceases.



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CIF, C&I OR SIMILAR TERMS ON IMPORT SHIPMENT (A333)

97.05.07(97)新產精發字第 970277 號函備查

CIF, C&I OR SIMILAR TERMS ON IMPORT SHIPMENT

Extend to cover the insured interest bought on CIF/C&I or similar terms subject to duly proof of loss provided by claimant that the loss occurred during the covered voyage.



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保險費延緩交付附加條款-(丁式) (A334)

97.05.07(97)新產精發字第 970277 號函備查

保險費延緩交付附加條款-(丁式)

1. 茲應要保人(或被保險人)之要求，本公司同意本保險契約保險費延自信用狀或輸入許可證上所載貨物預定開航或實際開航之日起至遲十日內收清，但如無法提供上開開航日期者，則自簽訂保險契約之日起十日內收清，並先行簽交保險單。
2. 倘要保人(或被保險人)未能在前項約定延緩期間內付清保險費，或所交付票據未能於延緩期間內兌現時，本公司將立即追償應收保險費。
3. 本附加條款亦適用於本保險契約所載保險費以外之增加或附加保險費。



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保險費延緩交付附加條款-(丙式) (A335)

97.07.02(97)新產精發字第 970451 號函備查

保險費延緩交付附加條款-(丙式)

1. 茲應要保人(或被保險人)之要求，本公司同意本保險契約保險費，延自國外裝運船舶開航之日起至遲十日內收清，並先簽交保險單。
2. 倘要保人(或被保險人)未能在前項約定延緩期間內付清保險費，或所交付票據未能於延緩期間內兌現時，本公司將立即追償應收保險費。
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MISSING GOODS CLAUSE (A336)

97.07.02(97)新產精發字第 970451 號函備查

MISSING GOODS CLAUSE

Where the subject-matter insured hereunder (or any apportionable part) becomes missing and after the lapse of a reasonable time has not been located, an actual total loss of the subject-matter insured (or any apportionable part) may be presumed.

For the purposes of this insurance, there shall be deemed to have been the lapse of a reasonable time where delivery to the consignees' or other final warehouse or place of storage at the destination named herein has not been effected within ___ days of the expected date of such delivery.

If, after the payment by the Insurer(s) of an actual total loss as provided for above, the subject-matter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested in the Insurer(s). The Insured hereunder shall nevertheless have the option of (re-) purchasing from the Insurer(s) the subject-matter insured or whatever may remain thereof.



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PROFESSIONAL FEES CLAUSE (A337)

97.07.02(97)新產精發字第 970451 號函備查

PROFESSIONAL FEES CLAUSE

The Sum Insured under this Policy is understood to include architects, surveyors, legal or engineers fees and other professional fees not exceeding ___% (or a maximum of \$_____) of the loss paid that necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by any peril hereby insured against, it being understood that the amount payable for such fees shall not exceed those authorized by the scale of the various institutes, regulating such charges prevailing at the time of destruction or damage. This extension does not include fees for preparing any claim thereunder and is not to supersede or anyway modify any requirements or obligations, imposed on the insured by the condition of this Policy.



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UNATTENDED VEHICLE CLAUSE (A338)

97.07.02(97)新產精發字第 970451 號函備查

UNATTENDED VEHICLE CLAUSE

This insurance excludes any loss of and/or damage to the insured goods whilst the carrying conveyance and/or the goods insured is/are left unattended during transit unless such unattendance is a necessity to carry out “reasonable” activities on “temporary” basis in relation to such transit and provided that such vehicle(s) is/are parked in the vicinity of the driver(s) and the following warranties/conditions to be applied.

- (1) Warranted the doors of the carrying conveyance must be securely locked and the windows must be properly closed with all the keys kept away from such unattended vehicle(s).
- (2) Any theft/pilferage must be evidenced by marks arising from forcible entry.
- (3) Exclude mysterious disappearance.
- (4) Theft and robbery claims to be supported by police report

竊盜險特約條款 (A339)

97.07.02(97)新產精發字第 970451 號函備查

竊盜險特約條款

茲經通知並雙方同意，本保險單加保保險標的物直接因竊盜行為所致之毀損滅失，本公司依照本保險契約有關條款之規定負賠償責任，但須受下列規定之約束：

- 一、定義(一)竊盜：本保險單所稱之「竊盜」係指除被保險人或其家屬或其受僱人或與其同住之人以外之任何人企圖獲取不法利益而為下列之竊盜、搶奪、強盜行為之一者：
 1. 毀越門窗，牆垣及其他安全設備而侵入置存保險標的物之處所。
 2. 破壞業已完全上鎖之運送工具及其密閉車箱。
- 定義(二)處所：本保險所稱之「處所」，係指置存保險標的物之房屋包括可以全部關閉之車庫，以及其他附屬建築物，但不包括庭院。
- 定義(三)運送工具：本保險所稱之「運送工具」，係指經合法登記，依法得行駛於道路之汽車。
- 二、本公司於下列毀損或滅失不負賠償責任：
 1. 要保人、被保險人或其法定代理人、或其家屬、或受僱人、或標的物使用人、或受託對標的物從事保管、加工、修護、銷售及運送之人及其受僱人之縱容、主謀、共謀或串通所致之竊盜損失。
 2. 被保險人對於保險標的物所受之毀損或滅失，無法證明確係由於竊盜行為所致者。
 3. 保險標的物置放於露天或未全部關閉之建築物內所遭受之竊盜損失。
 4. 保險標的物置放於運送工具上且無專人看管時所遭受之竊盜損失，但損失發生時，該運送工具業經完全上鎖被強力破壞且留有明顯竊盜痕跡者不在此限。
 5. 因承載標的物之車輛路邊停放過夜或停放於無人看管之儲存處所過夜所致之竊盜損失。
 6. 任何性質之間接損失、附帶損失或所失利益。
- 三、被保險人於發現標的物被竊後，應立即報告當地之警察機關，交驗損失清單，並取得警方證明文件。



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DECLARATION & PAYMENT OF PREMIUM (A340)

97.07.02(97)新產精發字第 970451 號函備查

DECLARATION & PAYMENT OF PREMIUM

This policy will be subject to monthly declaration. At the beginning of each month the Assured is required to provide the particulars of insurance for last month to the Assurer.

This open policy, however, shall not be prejudiced by any omission, error and/or delay in making declarations, except for those made intentionally or by gross negligence, provided prompt notice be given to the Assurer as soon as the said omission, error, and/or delay has become known to the Assured.

Based on the declarations, the premium shall be paid monthly. If any claim takes place before the premium is paid, the Assurer shall still be held responsible.

CONCEALED DAMAGE CLAUSE(A341)

97.09.24(97)新產水發字第 970636 號函備查

CONCEALED DAMAGE CLAUSE

It is agreed that any loss or damage found upon opening of original shipping packages at the final destination (but not exceeding ___ days after delivery to the final destination as provided elsewhere in this policy) shall be adjusted and paid by the Assureds in the same manner as though the original shipping packages had been opened immediately upon their arrival, provided such loss or damage is otherwise re-coverable under the terms of this policy. Where original shipping packages arrive at the final destination in a visibly damaged condition, they shall be opened immediately.

Warranted free from any liability for loss or damage which occurred in the warehouse after discharge from the carrying conveyances.

隱藏性損失條款

茲經同意本保險單承保之標的物自卸載於保單約定之最終目的地之日起算以不超過___天之期間內拆箱時如發現本保險單於運送期間內所承保之事故所致之損失，視同標的物於運抵最終目的地立即發現之損失，但標的物於運抵最終目的地時，外箱包裝已有明顯破損狀況時，應立即拆箱檢驗。

本條款對於標的物於運抵最終目的地後始發生之毀損滅失不負賠償之責。



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USED &/OR SECONDHAND CLAUSE(A342)

97.09.24(97)新產水發字第 970636 號函備查

USED &/OR SECONDHAND CLAUSE

It is hereby understood and agreed that the insured used &/or second-hand goods are insured by Special Clauses (C) For Air Cargo and/or Institute Cargo Clauses (C) - 1/1/82 including Jettison & Washing Overboard plus Theft, Pilferage and Non-Delivery.

WILD FAUNA AND FLORA CLAUSE(A343)

97.09.24(97)新產水發字第 970636 號函備查

WILD FAUNA AND FLORA CLAUSE

It is understood and agreed that

- (1) no claim will be paid unless the trades of the goods covered hereunder are lawful in the light of any rules, regulations and/or laws enforced in compliance with the Convention on International Trade in Endangered Species of wild Fauna and Flora (CITES, so-called "Washington Convention") in each country of origin, export, re-export or import,
 - (2) the assured, if required by this Company, shall submit certificates, permits, vouchers and/or other documents showing that the trades are not inconsistent with the above rules, regulations and/or laws.
- and
- (3) this Company shall have the right to investigate facts and legality in respect of the trades in case of claims being presented.



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INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE(A344)

97.09.24(97)新產水發字第 970636 號函備查

INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

(applicable to any shipments on or after Apr. 1, 1991 or, for shipments before that date, to losses occurring on or after Jan. 1, 1992)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



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LABEL CLAUSE(A345)

97.09.24(97)新產水發字第 970636 號函備查

LABEL CLAUSE

(applying to labeled goods)

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

INSTITUTE DANGEROUS DRUGS CLAUSE(A346)

97.09.24(97)新產水發字第 970636 號函備查

INSTITUTE DANGEROUS DRUGS CLAUSE

1/5/37

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a license, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government:

and

(3) the route by which the drugs were conveyed was usual and customary.

MAIL AND PARCEL POST CLAUSES(A347)

97.09.24(97)新產水發字第 970636 號函備查

MAIL AND PARCEL POST CLAUSES

(applying only to Parcel Post)

1. It is hereby agreed that Clauses 8,9,10 of the Institute Cargo Clauses and Clauses 5,6,7 of the Institute Strikes Clauses are deemed to be deleted. This insurance attaches from the time the subject-matter insured leaves the premises of the senders at the place named in the policy for the commencement of the transit and continues until the subject-matter insured is delivered to the address on the postal package(s) when this insurance shall terminate.
2. Warranted free from any claim for loss or damage proved to be due to incorrect and/or ambiguous and/or insufficient description of the address on the package(s) and also for loss or damage resulting from any disposal by the Postal Authorities by reason of the subject-matter insured having become undeliverable to, or having been unaccepted by the addresses.
3. No claim for pilferage shall be paid if the package(s) be delivered to with seals intact.
4. Post Office Receipt for the Mail and/or Parcel Post will be required as proof in case of claim for non-delivery.
5. In case of loss, claim must be immediately filed against the Government (Postal Service), and a copy thereof and the replies thereto must accompany any claim presented under this policy.



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UNDER DECK OR ON DECK CLAUSE(A348)

97.09.24(97)新產水發字第 970636 號函備查

UNDER DECK OR ON DECK CLAUSE **(applying to Container Cargo)**

Goods and/or merchandise shipped in containers (except open-top and/or flat rack container(s) and the like)are insured subjects to the provisions of this policy applying to under deck shipments even though stowed on deck, provided such shipments are carried under an "optional" Bill of Lading permitting the carried under or on deck. Furthermore, coverage afforded under this clause shall include loss of or damage to goods in containers jettisoned or lost overboard.



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OPEN-YARD STORAGE CLAUSE(A349)

97.09.24(97)新產水發字第 970636 號函備查

OPEN-YARD STORAGE CLAUSE

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the goods hereby insured or any part thereof being stored in the open-yard, this Company's liability for such goods shall be subject to Institute Cargo Clauses (C) only so long as they are so stored, provided, however, that the foregoing shall not apply in case of the Assured having given a previous notice of such storage to this Company and agreed to pay additional premium required.



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BREAKUP VESSEL CLAUSE(A350)

97.09.24(97)新產水發字第 970636 號函備查

BREAKUP VESSEL CLAUSE

It is understood and agreed that the conditions specified herein and the rate already quoted for the shipment insured hereunder shall be subject to alteration in case where it has already been decided before sailing that the carrying vessel will be broken up.



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STRIKES CANCELLATION CLAUSE(A351)

97.09.24(97)新產水發字第 970636 號函備查

STRIKES CANCELLATION CLAUSE

The cover against strikes risks (as defined in the relevant Institute Strikes Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute Strikes Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry 7 days from midnight of the day on which notice of the cancellations is issued by or to the Underwriters.

ELECTRONIC DATE RECOGNITION MALFUNCTION EXCLUSION ENDORSEMENT(A352)

97.09.24(97)新產水發字第 970636 號函備查

ELECTRONIC DATE RECOGNITION MALFUNCTION EXCLUSION ENDORSEMENT

1. (a) The company shall not indemnify the assured for any loss, damage, liability or expense, whether directly or indirectly, caused by defect of electronic device or component belonging to or hired by &/or in custody of the person effecting this insurance &/or the assured which leads to Electronic Date Recognition Malfunction. Loss, damage, liability and expense caused by fire or explosion shall not be affected by the above provisions.
(b) Notwithstanding the provisions of 1.(a), the company shall indemnify the assured subject to the provisions of the General Conditions of the Insurance, Special Clauses and Endorsements other than this endorsement for any loss, damage, liability or expense, whether directly or indirectly, caused by defect of electronic device or component not belonging to or not hired by &/or not in custody of the person effecting this insurance &/or the assured which leads to Electronic Date Recognition Malfunction.
2. Notwithstanding the provisions of Clause 1 of this endorsement, the company shall indemnify the assured subject to the provisions of the General Conditions of the Insurance, Special Clauses and Endorsements other than this endorsement when the person effecting this insurance or the assured proves that the person effecting this insurance or the assured has exercised due diligence and taken necessary and effective measures in order to avoid Electronic Date Recognition Malfunction of electronic device or component.
3. Electronic Date Recognition Malfunction in this endorsement means failure or inability of electronic device or component (including but not limited to computer system, hardware, integrated circuit, microchip, software, operating system, program, data) caused by malfunction in recognition of year, date or time.



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SPECIAL INSOLVENCY EXCLUSION CLAUSE(A353)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL INSOLVENCY EXCLUSION CLAUSE

It is hereby agreed that the exclusion "loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel" is amended to read as follows:

In no case shall this insurance cover loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.



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SPECIAL SURVEY AND/OR INSPECTION FEE CLAUSE(A354)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL SURVEY AND/OR INSPECTION FEE CLAUSE

This policy also covers the survey &/or inspection fee, whether loss or damage thereby be recognized or not, but payable only in case the Assured shall give the intention of necessary survey to this Company before said survey and permitted by this Company.

SPECIAL STORAGE CLAUSE(A355)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL STORAGE CLAUSE

(Applying to storage in _____)

This clause shall apply to cargoes exported by the terms of C.I.F. or C.I.P. or DDU Terms from _____ in _____ to _____.

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed the at this policy extend to cover the risks whilst the insured goods are processed and stored at the designated warehouses in _____ by the assured, and terminates on delivery of the goods to the user's warehouse.

In no case shall this policy cover

- (1) any loss of or damage to the goods hereby insured (except the loss or damage caused by fire in consequence of (a) as below) caused by or resulting from
 - (a) breakdown or derangement of the processing machineries (except the machineries for packing or transportation of goods) or fault or defect in the processing technique or operation or
 - (b) theft or pilferage due to or caused by wilful act of the processor(s), and/or their employees and loss of mysterious disappearance whilst the goods are in the warehouse or place of storage of the processor(s), or
- (2) any claims caused by the fault or error in management of the processor(s) and which are recoverable from the processor(s) under the contract of processing.
- (3) any claim for loss or damage arising from insolvency or financial default of the processor(s). This policy shall in no case cover the risks of War, Strikes, Riots and Civil Commotions.



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SPECIAL REFRIGERATION CLAUSE(A356)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL REFRIGERATION CLAUSE

Notwithstanding anything to the contrary contained herein in the Institute Cargo Clauses (A), this insurance specially covers all loss or damage resulting from any variation in temperature howsoever caused. It is warranty by the Assured that the interest insured hereunder is in good condition at commencement of the risk.



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SPECIAL REFRIGERATION (AIR) CLAUSE(A357)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL REFRIGERATION (AIR) CLAUSE

Notwithstanding anything to the contrary contained herein in the Institute Cargo Clauses (Air), this insurance specially covers all loss or damage resulting from any variation in temperature howsoever caused. It is warranty by the Assured that the interest insured hereunder is in good condition at commencement of the risk.



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SPECIAL CLAUSE FOR CONTAINERIZED CARGO(A358)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL CLAUSE FOR CONTAINERIZED CARGO

This insurance covers the risks of Non - Delivery of entire package howsoever caused.

SPECIAL CLAUSES FOR PROCESSING GOODS(A359)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL CLAUSES FOR PROCESSING GOODS

1. Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that this policy (excepting coverage against War Risks) shall remain in force, whilst the goods are processed and stored in the factories named in this clause 4., thereafter continues during the ordinary course of transit for the export of the processed goods to ____ and terminates on delivery of the processed goods to the Assured's warehouse or place in _____.

Notwithstanding the above, the period of cover from the date of discharge of the goods from the date of discharge of the goods from the oversea vessel at the port of _____, _____, _____ and _____ to the date of leaving of the processed goods from the factory thereat for the export to ____ shall not exceed ____ days.

or

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that this policy (excepting coverage against War Risks) factory of the _____ in _____, thereafter continues during the ordinary course of transit for the export of the processed goods to _____ and terminates on delivery of the processed goods to the factory in _____.

Notwithstanding the above, the period of cover from the date of discharge of the goods from the oversea vessel at the port of _____ to the date of delivery of the processed goods to the factory in _____ shall not exceed _____ days.

2. In no case shall the Strikes Riots and Civil Commotions Risks be covered hereunder after the goods are delivered to the factory of the processor(s).
3. Notwithstanding anything contained herein to the contrary this policy is warranted free from
 - (1) any loss of or damage to the goods hereby insured (except the loss or damage caused by fire in consequence of (a) as below) caused by or resulting from
 - (a) breakdown or derangement of the processing machineries (except the machineries for packing or transportation of goods) or fault or defect in the processing technique or operation, or
 - (b) theft or pilferage due to or caused by willful act of the processor(s), and/or their employees and loss of mysterious disappearance, whilst the goods are in the factory or warehouse or place of storage of the processor(s), or
 - (2) any claims caused by the fault or error in management of the processor(s) and which are recoverable from the processor(s) under the contract of processing.

- (3) Any claim for loss or damage arising from insolvency or financial default of the processor(s).
4. The warehouse/factory approved by this company and limit of liability are as follows:



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SPECIAL REPLACEMENT CLAUSE (AIR FREIGHT)(A360)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL REPLACEMENT CLAUSE (AIR FREIGHT)

It is specially understood and agreed that charges for forwarding part or parts for replacement or repair provided for Institute Replacement Clause printed on the back hereof shall include those for forwarding by air. Provided always that in no case shall the liability of this company exceed the insured value of the complete machine.



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SPECIAL REPLACEMENT CLAUSE (DUTY)(A361)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL REPLACEMENT CLAUSE (DUTY)

Notwithstanding the provisions of Institute Replacement Clause printed on the back hereof, it is specially understood and agreed that this Company shall also be replacement or repair, even if the duty is not included in the amount insured. Provided always that in no case shall the liability of this company exceed the insured value of the complete machine.

WAR AND TERRORISM EXCLUSION ENDORSEMENT(A362)

97.09.24(97)新產水發字第 970636 號函備查

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by , resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) , civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) 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.

This endorsement also excludes 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 (1) and/or (2) above.

If underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Assured.



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BRAND PROTECTION CLAUSE(A363)

97.09.24(97)新產水發字第 970636 號函備查

BRAND PROTECTION CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that in case of damage to goods insured under this Policy, this Company agrees to invest the Assured with judgment of damaged goods with supporting documents.

In case the Assured proves that such damaged goods are not available or insufficient performance of its original intended purpose or performance, this Company agrees to accept the Assured's decision.

In case this Company accepts damaged goods as a total loss, this Company requires disposing of damaged goods and providing the certificate of disposal.



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CLAIM SETTLEMENT FOR PETTY CLAIM(A364)

97.09.24(97)新產水發字第 970636 號函備查

CLAIM SETTLEMENT FOR PETTY CLAIM

In case of loss or damage not exceeding (\$ _____) , it is hereby agreed that the survey report issued by a technical expert of the Assured or the Consignee at the destination shall be deemed to the report required in above.



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CONCEALED DAMAGE CLAUSE(A365)

97.09.24(97)新產水發字第 970636 號函備查

CONCEALED DAMAGE CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this insurance shall be specially extended to cover loss of or damage to the goods hereby insured caused by perils insured against, even though such loss or damage is discovered at the time of unpacking the goods at the destination after this insurance has already expired, provided that such concealed loss or damage be substantiated to have occurred during the tenure of this insurance and be discovered within ____ days after delivery of the goods to the destination.



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SPECIAL TRANSIT CLAUSE(A366)

97.09.24(97)新產水發字第 970636 號函備查

SPECIAL TRANSIT CLAUSE

Notwithstanding anything contained to the contrary, it is specially understood and agreed that this insurance (except coverage against War & Strikes Risks) shall remain in force, even if the goods hereby insured are stored for storage other than in the ordinary course of transit or for allocation or distribution after discharge from the oversea vessel at the final port of discharge, until the expiry of ___ days (or ___days in case of carrying by Aircraft) after completion of discharge oversee of the goods from the overseas vessel (or aircraft) or until delivery of the goods to the consignee's other final warehouse or place of storage at the destination, whichever shall first occur. This Company's liability under this clauses is limited to amount insured or (\$_____) or equivalent in other currencies per any one accident apart from the insured value and amount of insured goods, whichever shall be lower.



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PAIR AND SET CLAUSE(A367)

97.09.24(97)新產水發字第 970636 號函備查

PAIR AND SET CLAUSE

In the event of loss or damage by a peril insured against to any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

- a. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set;
or
- b. the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Company.



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WAR AND STRIKES CANCELLATION CLAUSE (CARGO)(A368)

97.09.24(97)新產水發字第 970636 號函備查

WAR AND STRIKES CANCELLATION CLAUSE (CARGO)

The cover against war risks and strikes, riots and civil commotions risks (as defined in the relevant Institute War Clauses and Institute Strikes Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses and Institute Strikes Clauses before the cancellation becomes effective.

Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.



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SPECIAL COVERAGE CLAUSE FOR DEBRIS REMOVAL (A369)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR DEBRIS REMOVAL

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this insurance covers costs and expenses incurred for the removal of all debris of the interest and disposing the damaged goods, including packing materials, insured hereunder which may be occasioned by loss or damage caused by any of the perils insured against except that the Insurer shall not be liable under this Clause for more than the amount insured or _____ or equivalent in other currencies per any one accident apart from the insured value and amount of the insured goods, whichever shall be lower.



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SPECIAL COVERAGE CLAUSE FOR INSPECTION CHARGE (A370)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR INSPECTION CHARGE

Notwithstanding anything contained herein to the contrary, subject to the Insurer's prior agreement, it is hereby noted and agreed that this insurance covers cost and/or expense for assorting, inspecting (including attendance of engineer(s) for inspection), testing and shipping the goods to designated testing facility and/or re-shipping to the original destination covered by this policy, even though no damage is detected by such inspection or testing etc.

The Insurer's liability under this Clause is limited to ___ of amount insured or _____ or equivalent in other currencies per any one accident apart from the insured value and amount of insured goods, whichever shall be lower.

In no case, however the survey charge for loss or damage that may give rise to a claim under the terms and conditions of this policy is included above cost and/or expense.



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SPECIAL TRANSIT CLAUSE FOR INSPECTION (A371)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL TRANSIT CLAUSE FOR INSPECTION

Notwithstanding anything contained herein to the contrary, subject to the insurer's prior agreement, this company covers the risks of the insured goods in round-up transit for assortment, inspection and/or test in accordance with the terms and conditions of this insurance.



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SPECIAL COVERAGE CLAUSE FOR PACKAGE CHARGE (A372)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR PACKAGE CHARGE

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this insurance covers the cost of new carton(s) including re-packing charges and forwarding charges in case loss of or damage to package(s) occurs as a result of the perils insured against even though the damage to the goods is not discovered.

The Insurer's liability under this Clause is limited to amount insured or _____ or equivalent in other currencies per any one accident apart from the insured value and amount of insured goods, whichever shall be lower.



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BRAND PROTECTION CLAUSE (A373)

97.11.24(97)新產水發字第 970953 號函備查

BRAND PROTECTION CLAUSE

In case of damage to the goods hereby insured bearing a brand or trademark, the sale of which in any way Carries or implies a guarantee, the salvage value of such damaged goods shall be determined after removal of all brands and any trademarks. On containers from which the brand or trademark cannot be removed contents shall be transferred to plain bulk containers. With respect to any merchandise and/or containers from which it is impractical to destroy all evidence of the Assured's connection therewith, this Company agrees to consult with the Assured with respect to the disposition of said merchandise and/or containers.



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SPECIAL AGREEMENT FOR PACKAGE (A374)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL AGREEMENT FOR PACKAGE

Notwithstanding anything contained herein to the contrary, this company covers loss or damage by reason of insufficient packing of the goods, so long as such packing shall be in according with the standard of packing admitted by the Assured.



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SPECIAL COVERAGE CLAUSE FOR PACKAGE FOR RETURN (A375)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR PACKAGE FOR RETURN

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that in case of loss of or damage to the returnable package of the original insured goods caused by perils insured against during transit for return voyage, this insurance covers such loss or damage in accordance with terms and conditions of this policy. Insured amount of each returnable package is invoice value involved or the amount to be arranged in this policy, whichever shall be lower.



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CONTAINERIZED CARGO CLAUSE (A376)

97.11.24(97)新產水發字第 970953 號函備查

CONTAINERIZED CARGO CLAUSE **(applying to the containerized cargo)**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this Company covers shortage of contents &/or non-delivery, howsoever caused, of package(s) &/or contents packed into and carried container(s).

Such shortage or content(s) &/or non-delivery shall be ascertained by comparison of the number of package(s) &/or contents thereof shown on the shipper's commercial invoice with those duly evidenced at the time devanning at the port of discharge or at consignee's final warehouse.



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SPECIAL COVERAGE CLAUSE FOR SHORTAGE (A377)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR SHORTAGE

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that even though an external condition of package is intact, this insurance covers the shortage of its contents, if any, provided that any evidence providing the shipping quantities is submitted for the claim.

In no case, shall this insurance cover the loss of shortage in inventory.



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SPECIAL REPLACEMENT CLAUSE(DUTY) (A378)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL REPLACEMENT CLAUSE(DUTY) **(applying to the goods of free of duty)**

Notwithstanding the provision in the Institute Replacement Clause attached hereto, it is hereby noted and agreed that this Company shall also be liable to pay for loss, if any, sustained by payment of duty on part or parts for replacement or repair even if the full duty is not included in the amount insured because of the insured goods being free of duty.



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SPECIAL REPLACEMENT CLAUSE(AIR FREIGHT) (A379)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL REPLACEMENT CLAUSE(AIR FREIGHT) **(applying to the goods originally carried by Oversea Vessel)**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that even if the original shipment is carried by oversea vessel, charges for forwarding part or parts for replacement or repair provided for in the Institute Replacement Clause attached hereto shall include those for forwarding by air.

Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine under this clause.



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SPECIAL COVERAGE CLAUSE FOR AIR FREIGHT (A380)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR AIR FREIGHT **(applying to the goods originally carried by Oversea Vessel)**

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that in case the goods hereby insured are total loss caused by perils insured against under this policy and therefore substitutes are supplied by air craft, this policy shall cover the air freight under the following conditions,

- (a) in advance this company admits to transport the substitutes by air craft and
- (b) the insurer' s liability under this clauses is limited to amount insured or _____ or equivalent in other currencies per any one accident apart from the insured value and amount of insured goods, whichever shall be lower.



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SPECIAL COVERAGE CLAUSE FOR REPAIR (A381)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL COVERAGE CLAUSE FOR REPAIR

Notwithstanding anything herein to the contrary, this insurance covers the expense of air freight and/or ocean freight for forwarding the damaged goods itself to shipper and/or manufacture's country.

Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine under this clause.



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CONTINGENCY INSURANCE CLAUSE (A382)

97.11.24(97)新產水發字第 970953 號函備查

CONTINGENCY INSURANCE CLAUSE

The goods described in this policy are insured subject to the conditions of this policy against the risks specified but this insurance covers seller's interest only. Claims in respect of loss of or damage to the goods shall be payable hereunder only if and to the extent that the buyer fails to pay for such loss or damaged goods.

This company to be subrogated to the Assured's rights against the buyer as well as other parties.

Any assignment of this policy or of any interest or claim hereunder shall discharge this company from all liability whatsoever.



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SPECIAL TRANSIT CLAUSE (A383)

97.11.24(97)新產水發字第 970953 號函備查

SPECIAL TRANSIT CLAUSE

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that this insurance (except coverage against War & Strikes Risks) shall remain in force, even if the goods hereby insured are stored for storage other than in the ordinary course of transit or for allocation or distribution after discharge from the oversea vessel at the final port of discharge, until the expiry of __ days (or __ days, in case of carrying by aircraft) after completion of discharge overside of the goods from the oversea vessel (or aircraft) or until delivery of the goods to the consignee's, other final warehouse or place of storage at the destination, whichever shall first occur.



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INLAND TRANSIT ENDORSEMENT (A384)

98.04.15(98)新產水發字第 980268 號函備查

INLAND TRANSIT ENDORSEMENT

Effective, as agreed, this Policy, subject to all terms and conditions not in conflict with this endorsement is extended to cover the goods assured while they are in the course of inland transit throughout the world, including transit by truck, van, railroad, courier, air carrier, and/or other conveyance including connecting conveyances.

This insurance attaches from the time the goods leave the factory, store or warehouse at initial point of shipment, and covers in due course of transportation until arrival at the premises, store, or warehouse at point of destination, including while on docks, wharves, piers or bulkheads, in depots, stations, terminals, and/or platforms, but only while they are in the ordinary course of Inland Transit.

Perils assured:

Against all risks of physical loss or damage from any external cause, except as hereafter excluded.

Exclusions:

This endorsement does not cover for loss or damage:

to accounts, bills, deeds, evidences of debt, notes, securities, negotiable documents, records, currency, specie, money, bullion, gold, silver and other precious metals, diamonds, precious or semi-precious stones, jewelry, nor similar property unless endorsed here on in writing.

This exclusion shall not apply to precious metals contained in parts and components specific to the manufacturing process.

to trucks, automobiles, trailers and/or chassis and/or bodies and/or tarpaulins and/or any other equipment used on or in connection with trucks or other vehicles;

arising out of infidelity, dishonesty or any overt act on the part of the assured, associate in interest, and/or any of the Assured's employees whether occurring during hours of employment or otherwise, or on the part of custodians (common carriers excepted), of the property assured unless specifically endorsed hereon in writing;

arising out of loss of market or for loss, damage or deterioration arising

from delay, whether caused by a peril assured against or otherwise, unless expressly assumed in writing hereon.

inherent vice, gradual deterioration, depreciation, wear and tear, moth, vermin;

nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or radioactive contamination is not intended to be and is not assured against by this contract or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by "fire" or any other peril(s) assured against by this Contract or said endorsements; however, subject to the foregoing and all provisions of this Contract, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is assured against by this Contract.



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LOCATION AND PROCESSING ENDORSEMENT (A385)

98.04.15(98)新產水發字第 980268 號函備查

LOCATION AND PROCESSING ENDORSEMENT

1. Effective as agreed and in consideration of premiums as agreed, this Contract, subject to all its terms and conditions not in conflict with this Endorsement, is extended to cover the Assured's inventory, excluding fixed assets, while situated **at the locations listed as attached.**
2. These Assurers shall be liable for no more than the limit of liability per location shown as per Clause ___.
3. An accurate record shall be kept by the Assured of all property covered by this Endorsement and such record shall be open to the inspection of any authorized representative of this Company.
4. This insurance remains in full force whilst the goods assured are under any process but in no case shall extend to cover damage thereto solely caused by such a process.
5. In case of loss or damage to goods covered by this insurance, the basis of determining the amount of this Company's liability shall be:
 - (a) RAW MATERIALS: Valued at replacement cost;
 - (b) WORK IN PROCESS: Valued at replacement cost of raw materials plus labor expended at date and time of loss.
 - (c) FINISHED GOODS: Valued at selling price at date and time of loss less any discounts and/or unincurred expenses
6. Coverage under this Endorsement excludes:
 - (a) Loss resulting from any dishonest action or acts committed alone or in collusion with others, by any employees of the Assured or their agents, whether or not such acts are committed during regular business hours;
 - (b) Any unexplained loss, mysterious disappearance, or loss or shortage disclosed in taking inventory;
 - (c) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils assured against in this Contract; however, subject to the foregoing and all provisions of this Contract, direct loss

by fire resulting from nuclear radiation or radioactive contamination is assured against by this Contract;

- (d) i. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of such government, power, authority or forces;
 - ii. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - iii. Insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (e) Risks excluded by the Clause Paramount Nuclear Exclusion Clause contained in this Contract.
7. Each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of \$_____ any one loss or occurrence; except for
- (a) loss or damage to stock caused by or resulting from any earth movement, including but not limited to earthquake, landslide, or subsidence whether or not caused by, resulting from, or contributed to loss or damage of the type assured hereunder each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of **Percent of the Loss subject to a minimum deductible of \$_____** any one loss or occurrence. This deductible applies separately to each earth movement occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for earth movement. All earth movement that occurs within any () hour period will constitute a single earth movement. The expiration of this Policy will not reduce the () hour period.
 - (b) loss or damage to stock caused by or resulting from flood meaning waves, tide or tidal water and rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water, whether driven by

wind or not, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of _____ **Percent of the Loss subject to a minimum deductible of \$ _____** any one loss or occurrence. This deductible applies separately to each flood occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for flood.

(c) loss or damage to stock caused by or resulting from the direct action of wind including substance driven by wind, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of _____ **Percent of the Loss subject to a minimum deductible of \$ _____** any one loss or occurrence. This deductible applies separately to each wind occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for wind.

8. The Assured shall, as soon as practicable, report to this Company every loss or damage which may become a claim under this Endorsement.
9. No suit, action or proceeding for the recovery of any claim under this Endorsement shall be sustainable in any court of law or equity unless the same be commenced within _____ () months next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this Contract is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted by the laws of such State to be fixed herein.
10. This Contract does not attach to or become insurance upon property herein described which, at the time of any loss, is otherwise assured until the liability of such other insurance has been exhausted, and shall thence cover only such loss or damage as may exceed the amount due from such other insurance (whether valid or not and whether collectible or not) after application of any contribution, co-insurance, average or distribution or other conditions contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits set forth herein.
11. This entire insurance shall be void if the Assured or his agent has concealed or misrepresented in writing or otherwise any material facts or circumstances concerning this insurance or the subject thereof, or if the Assured, or his agent, shall make any attempt to defraud this company either before or after a loss.

12. For the purpose of this insurance "location" is defined as any building, tank, dock, pier, bulkhead (or group thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall not be less than fifty feet wide, (for the purposes of this definition any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative).
13. It is understood and agreed that, in the event of cancellation of the contract to which this endorsement is attached, the insurance provided for hereunder shall terminate immediately upon such cancellation, and no claim for loss or damage arising after such date shall be recoverable hereunder.
14. Limits Of Liability and List of Locations Approved by This Company



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免費申訴電話：0800-005-588 理賠專線：0800-789-999
要保人可透過本公司網站<http://www.skinsurance.com.tw>
或至總公司、分公司及通訊處查閱資訊公開說明文件。

CONSOLIDATION AND/OR REPACKING(A386)

98.04.15(98)新產水發字第 980268 號函備查

CONSOLIDATION AND/OR REPACKING

It is hereby understood and agreed that notwithstanding anything contained elsewhere to the contrary (particularly the Transit Clause) the insurance provided under this policy shall also cover the goods assured while on the premises of freight forwarders, export packers, consolidators, truckers, warehousemen, suppliers or others, for the purpose of packing or repacking, consolidation, deconsolidation, containerization, or decontainerization anywhere in the World whether prior to loading or after discharge from overseas vessel for a period not exceeding ____ () days after arrival at such premises and in no case the insurers be liable under this clause for more than \$____ under this policy. Thereafter the insurance continues whilst in transit until the goods are delivered to the final warehouse at destination as provided in the Attachment and Termination and Transit Clauses. Held covered at an additional premium to be determined for delays in excess of __ days, provided the Assured gives prompt notice to the Company as soon as it becomes aware of any delay.



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INTERNAL REMOVAL CLAUSE (A387)

98.04.15(98)新產水發字第 980268 號函備查

INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situation being inadvertently not advised to the company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium to be paid as from the date of removal as soon as the oversight is discovered.



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TEMPORARY REMOVAL CLAUSE (A388)

98.04.15(98)新產水發字第 980268 號函備查

TEMPORARY REMOVAL CLAUSE

The Property Insured comprising of machinery, plat and other contents other than Stock is covered whilst temporarily removed for any purpose, elsewhere on the same or to any other premises and in transit thereto and there from by road, rail, air or inland waterways.



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UNNAMED LOCATION CLAUSE (A389)

98.04.15(98)新產水發字第 980268 號函備查

UNNAMED LOCATION CLAUSE

This Policy extends to cover unnamed locations with a sub-limit of \$_____ (or its equivalent in other currency) per location at any time, excluding any manufacturing locations but including repair centers.

REFRIGERATED CARGO CLAUSE (A390)

98.04.15(98)新產水發字第 980268 號函備查

REFRIGERATED CARGO CLAUSE

Whilst the goods hereby insured are stowed in Refrigeration Chambers of the vessel &/or in Refrigerated Containers carried on board the vessel named herein, this insurance is extended to cover all loss or damage due to or caused by derangement or breakdown of the refrigerating machinery &/or refrigerating plant &/or insulation for a period of at least ____ () consecutive hours. Claims recoverable hereunder shall be payable irrespective of percentage.

It is warranted by the Assured:-

That the interest insured hereunder is in good condition at the commencement of the risk.

That no claim for loss &/or damage shall attach unless notice be given to the Agents of this Company immediately on the first discovery of any loss of &/or damage to or deterioration of any part of the interest hereby insured and arrangement made for survey and the amount of depreciation agreed prior to the removal of the interest. Where this Company has no Agents at or near the place where the loss occurred, the loss must be reported to Lloyd' s Agents, and their certificate must be presented to this Company or its Settling Agents as proofs of the loss.

That claim shall be immediately filed in writing against the interest insured hereunder being condemned on or after arrival shall in no case exceed the sound market value, less usual charges, or the insured amount whichever may be the smaller.

That no adjustment charges shall be incurred unless with the written consent of this Company or its Agents who shall not be liable for survey fees other than those of their own surveyor.

WAREHOUSE ENDORSEMENT (A391)

98.04.15(98)新產水發字第 980268 號函備查

WAREHOUSE ENDORSEMENT

1. Effective as agreed and in consideration of premiums as agreed, this Contract, subject to all its terms and conditions not in conflict with this Endorsement, is extended to cover the Assured's inventory, excluding fixed assets, while situated at the locations listed herein.
2. These Assurers shall be liable for no more than the limit of liability per location shown as per Clause __.
3. An accurate record shall be kept by the Assured of all property covered by this Endorsement and such record shall be open to the inspection of any authorized representative of this Company.
4. In case of loss or damage to goods covered by this insurance, the basis of determining the amount of this Company's liability shall be:
 - (a) RAW MATERIALS: Valued at replacement cost;
 - (b) UNFINISHED GOODS: Valued at replacement cost of raw materials plus labor expended at date and time of loss.
 - (c) FINISHED GOODS: Valued at selling price at date and time of loss less any discounts and/or unincurred expenses
5. Coverage under this Endorsement excludes:
 - (a) Loss resulting from any dishonest action or acts committed alone or in collusion with others, by any employees of the Assured or their agents, whether or not such acts are committed during regular business hours;
 - (b) Any unexplained loss, mysterious disappearance, or loss or shortage disclosed in taking inventory;
 - (c) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this Contract; however, subject to the foregoing and all provisions of this Contract, direct loss by fire resulting from nuclear radiation or radioactive contamination is insured against by this Contract;

- (d) i. Hostile or warlike action in time of peace or war, including action in hindering, combatting or defending against an actual, impending or expected attack, (a) by government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of such government, power, authority or forces;
 - ii. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - iii. Insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authorities in hindering, combatting or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (e) Risks excluded by the Clause Paramount Nuclear Exclusion Clause contained in this Contract.
 - (f) While the goods insured are under any process.
6. Each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of \$_____ any one loss or occurrence; except for:
- (a) Loss or damage to stock caused by or resulting from any earth movement, including but not limited to earthquake, landslide, or subsidence whether or not caused by, resulting from, or contributed to loss or damage of the type insured hereunder each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of ____ **Percent of the Loss subject to a minimum deductible of \$_____** any one loss or occurrence. This deductible applies separately to each earth movement occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for earth movement. **All earth movement that occurs within any seventy-two (72) hour period will constitute a single earth movement. The expiration of this Policy will not reduce the seventy-two (72) hour period.**
 - (b) loss or damage to stock caused by or resulting from flood meaning waves, tide or tidal water and rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors

and similar bodies of water, whether driven by wind or not, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of ____ **Percent of the Loss subject to a minimum deductible of \$_____** any one loss or occurrence. This deductible applies separately to each flood occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for flood.

(c) loss or damage to stock caused by or resulting from the direct action of wind including substance driven by wind, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of ____ **Percent of the Loss subject to a minimum deductible of \$_____** any one loss or occurrence. This deductible applies separately to each wind occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for wind.

7. The Assured shall, as soon as practicable, report to this Company every loss or damage which may become a claim under this Endorsement.
8. No suit, action or proceeding for the recovery of any claim under this Endorsement shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this Contract is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted by the laws of such State to be fixed herein.
9. This Contract does not attach to or become insurance upon property herein described which, at the time of any loss, is otherwise insured until the liability of such other insurance has been exhausted, and shall thence cover only such loss or damage as may exceed the amount due from such other insurance (whether valid or not and whether collectible or not) after application of any contribution, co-insurance, average or distribution or other conditions contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits set forth herein.
10. This entire insurance shall be void if the Assured or his agent has concealed or misrepresented in writing or otherwise any material facts or circumstances concerning this insurance or the subject thereof, or if the Assured, or his agent, shall make any attempt to defraud this Company either

before or after a loss.

11. For the purpose of this insurance "location" is defined as any building, tank, dock, pier, bulkhead (or group thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall not be less than fifty feet wide, (for the purposes of this definition any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative).
12. It is understood and agreed that, in the event of cancellation of the contract to which this endorsement is attached, the insurance provided for hereunder shall terminate immediately upon such cancellation, and no claim for loss or damage arising after such date shall be recoverable hereunder.
13. Limits Of Liability and List of Locations Approved by This Company



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INSTITUTE CARGO CLAUSES (A) 1/1/09 (A392)

98.10.08(98)新產水發字第 980843 號函備查

1/1/09

INSTITUTE CARGO CLAUSES (A) 1/1/09

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 5. 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
prior to attachment of this insurance or
by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
 7. In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place

of storage (named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
continues during the ordinary course of transit
and terminates either

- 8.1.1 on completion of unloading from carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance
 - 8.1.2 on completion of unloading from carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in ordinary course of transit or for allocation or distribution, or
 - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 8.1.4 on the expiry of 60 days after completion of discharge overseas of subject-matter insured from the overseas vessel at the final port of discharge,
whichever shall first occur
- 8.2 If, after discharge overseas from overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provide in Clause 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provide for in Clause 8.1.1 to 8.1.4 above and to the provision of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provide for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to additional an premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place,
whichever shall first occur,
or
 - 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
11. 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

12. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
13. 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance

- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
- 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

- 17.** Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

- 18.** It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE

- 19.** This insurance is subject to English law and practice.

NOTE:-Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.



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INSTITUTE CARGO CLAUSES (B) 1/1/09 (A393)

98.10.08(98)新產水發字第 980843 號函備查

1/1/09

INSTITUTE CARGO CLAUSES (B) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.
 - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 overturning or derailment of land conveyance
 - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5 discharge of cargo at a port of distress
 - 1.1.6 earthquake volcanic eruption or lightning,
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,
 - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by eh wrongful act of any person or persons
 - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
 - 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
prior to attachment of this insurance or
by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 on completion of unloading from carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance

8.1.2 on completion of unloading from carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at destination named in the contract of insurance which Assured or their employees elect to use either for storage other than in ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overseas of subject-matter insured from the overseas vessel at the final port of discharge,

whichever shall first occur

8.2 If, after discharge overseas from overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provide in Clause 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provide for in Clause 8.1.1 to 8.1.4 above and to the provision of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provide for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to additional premium if required by the Insurers*, either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement be obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the

subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss,
and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE:-Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
免費申訴電話：0800-005-588 理賠專線：0800-789-999
要保人可透過本公司網站<http://www.skinsurance.com.tw>
或至總公司、分公司及通訊處查閱資訊公開說明文件。

INSTITUTE CARGO CLAUSES (C) 1/1/09 (A394)

98.10.08(98)新產水發字第 980843 號函備查

1/1/09

INSTITUTE CARGO CLAUSES (C) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
 - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 overturning or derailment of land conveyance
 - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5 discharge of cargo at a port of distress,
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
 - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
 - 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
prior to attachment of this insurance or
by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 8.1.1 on completion of unloading from carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance
 - 8.1.2 on completion of unloading from carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in ordinary course of transit or for allocation or distribution, or
 - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 8.1.4 on the expiry of 60 days after completion of discharge overseas of subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur
- 8.2 If, after discharge overseas from overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clause 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clause 8.1.1 to 8.1.4 above and to the provision of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
 - 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
 - 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter insured to the destination to which it is insured. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault, negligence, insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total

amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss,
and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE:-Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
免費申訴電話：0800-005-588 理賠專線：0800-789-999
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INSTITUTE WAR CLAUSES (CARGO) 1/1/09 (A395)

98.10.08(98)新產水發字第 980843 號函備查

1/1/09

INSTITUTE WAR CLAUSES (CARGO) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.7 any claim based upon loss of or frustration of the voyage or adventure
 - 3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5. 5.1 This insurance
 - 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
 - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Insurers and to an additional premium*, such insurance
 - 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
 - 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for

on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,

or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2 If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.

5.5 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE:-Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
免費申訴電話：0800-005-588 理賠專線：0800-789-999
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INSTITUTE STRIKES CLAUSES (CARGO) 1/1/09 (A396)

98.10.08(98)新產水發字第 980843 號函備查

1/1/09

INSTITUTE STRIKES CLAUSES (CARGO) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3 any person acting from a political, ideological or religious motive.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4.
 - 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
prior to attachment of this insurance or
by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5.
 - 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other

- than in the ordinary course of transit or
- 5.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipping or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
- or
- 6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance
- 10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE:-Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
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INSTITUTE COAL CLAUSES (A397)

98.10.08(98)新產水發字第 980843 號函備查

1/10/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE COAL CLAUSES

RISKS COVERED

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| <p>1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire explosion or heating, even when caused by spontaneous combustion, inherent vice or nature of the subject-matter insured</p> <p>1.1.2 vessel being stranded grounded sunk or capsized</p> <p>1.1.3 collision or contact of vessel with any external object other than water</p> <p>1.1.4 discharge of cargo at a port of distress</p> <p>1.1.5 earthquake volcanic eruption or lightning,</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel hold container or place of storage.</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> <p>3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p> | <p>Risks
Clause</p> <p>General
Average
Clause</p> <p>"Both to
Blame
Collision"
Clause</p> |
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EXCLUSIONS

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| <p>4 In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>4.3 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>4.4 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>4.5 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons</p> <p>4.6 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> <p>5 5.1 In no case shall this insurance cover loss damage or expense arising from
 unseaworthiness of vessel or craft,
 unfitness of vessel craft conveyance or container for the safe carriage of the subject-matter insured,
 where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p> <p>6 In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>7 In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>General
Exclusions
Clause</p> <p>Unseaworthiness
and Unfitness
Exclusion
Clause</p> <p>War
Exclusion
Clause</p> <p>Strikes
Exclusion
Clause</p> |
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DURATION

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| <p>8 8.1 This insurance attaches as the subject-matter insured is loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates as the subject-matter insured is discharged overside from the oversea vessel at the destination named herein.</p> <p>8.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment,</p> | <p>Transit
Clause</p> |
|--|---------------------------|

<p>9 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before discharge overseas of the subject-matter insured at the destination named herein as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i>, either</p> <p>9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,</p> <p style="padding-left: 20px;">or</p> <p>9.2 if the subject-matter insured is forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>	<p>Termination of Contract of Affreightment Clause</p>
<p>10 Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i>.</p>	<p>Change of Voyage Clause</p>
CLAIMS	
<p>11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p> <p>11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p>	<p>Insurable Interest Clause</p>
<p>12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their</p>	<p>Forwarding Charges Clause</p>
<p>13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p>	<p>Constructive Total Loss Clause</p>
<p>14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 Where this insurance is on Increased Value the following clause shall apply:</p> <p>The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p>Increased Value Clause</p>
BENEFIT OF INSURANCE	
<p>15 This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
MINIMISING LOSSES	
<p>16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,</p> <p style="padding-left: 20px;">and</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>	<p>Duty of Assured Clause</p>
<p>17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>	<p>Waiver Clause</p>
AVOIDANCE OF DELAY	
<p>18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
LAW AND PRACTICE	
<p>19 This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>

NOTE:— It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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 或至總公司、分公司及通訊處查閱資訊公開說明文件。

INSTITUTE STRIKES CLAUSES(COAL) (A398)

98.10.08(98)新產水發字第 980843 號函備查

1/10/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE STRIKES CLAUSES (COAL)

RISKS COVERED

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| <p>1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by</p> <p>1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>1.2 any terrorist or any person acting from a political motive.</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.</p> | <p>Risks Clause</p> <p>General Average Clause</p> |
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EXCLUSIONS

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| <p>3 In no case shall this insurance cover</p> <p>3.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>3.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>3.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>3.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>3.6 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion</p> <p>3.7 any claim based upon loss of or frustration of the voyage or adventure</p> <p>3.8 loss damage or expense arising from the sue of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter</p> <p>3.9 loss damage or expense caused by war civil war revolution, rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.</p> <p>4 4.1 In no cases shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance or container for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p> | <p>General Exclusions Clause</p> <p>Unseaworthiness and Unfitness Exclusion Clause</p> |
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DURATION

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| <p>5 5.1 This insurance attaches as the subject-matter insured is loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates as the subject-matter insured is discharged overside from the oversea vessel at the destination named herein.</p> <p>5.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p> <p>6 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before discharge overside of the subject-matter insured at the destination named herein as provided for in Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i></p> <p>6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,</p> <p>or</p> <p>6.2 if the subject-matter insured is forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.</p> <p>7 Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p> | <p>Transit Clause</p> <p>Termination of Contract of Affreightment Clause</p> <p>Change of Voyage Clause</p> |
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CLAIMS

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| <p>8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p> <p>8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p> <p>9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> | <p>Insurable Interest Clause</p> <p>Increased Value</p> |
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<p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>9.2 Where this insurance is on Increased Value the following clauses shall apply:</p> <p>The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>BENEFIT OF INSURANCE</p> <p>10 This insurance shall not inure to the benefit of the carrier or other bailee.</p> <p>MINIMISING LOSSES</p> <p>11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>11.1 to take such measures as may be reasonable for the purpose of averting or minimising hereunder</p> <p>and</p> <p>11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p> <p>12 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p> <p>AVOIDANCE OF DELAY</p> <p>13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> <p>LAW AND PRACTICE</p> <p>14 This insurance is subject to English law and practice.</p>	<p>Clause</p> <p>Not to Inure Clause</p> <p>Duty of Assured Clause</p> <p>Waiver Clause</p> <p>Reasonable Despatch Clause</p> <p>English Law and Practice Clause</p>
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NOTE:— It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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PROFIT COMMISSION ENDORSEMENT (A399)

99.05.21(99)新產水發字第 614 號函備查

PROFIT COMMISSION ENDORSEMENT

It is hereby understood and agreed this Profit Commission Endorsement is hereto attached to this Policy.

Insurer(s) shall allow the Assured in respect of each annual period of this Insurance a commission of XX% of the profit as defined hereunder accruing to the Insurer(s) from the operation of this Insurance.

CREDIT

XX% of gross premiums (after deduction of any returns) received by Insurer(s) within twelve (XX months) after the expiry of the applicable policy year.

DEBIT

1. Claims and expenses less refunds and salvage recoveries,
2. Estimated liability in respect of claims outstanding, and
3. Debit balance, if any, as ascertained from the Profit Commission statement of the previous period.

The excess of Credit over Debit shall represent the profit.

In the event of the profit commission calculation showing a deficit in any year, such deficit shall be carried forward to the profit commission accounts of succeeding years, but each year's deficit shall not be carried forward for more than three successive years' profit commission accounts after the year of account in which the deficit was incurred.

In the event of claims being settled or recoveries effected after a Profit Commission has been paid in respect of the period to which such claims or recoveries attach, the Profit Commission shall be subject to readjustment.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
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TERRORISM EXCLUSION ENDORSEMENT(A400)

99.05.21(99)新產水發字第 614 號函備查

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 organisation(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.

This endorsement also excludes 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 any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

DATA RECOGNITION EXCLUSION CLAUSE (A401)

99.05.21(99)新產水發字第 614 號函備查

DATA RECOGNITION EXCLUSION CLAUSE

1. Not with standing anything contained herein to the contrary, it is understood and agreed that in no case shall this insurance cover any loss, damage, expense or liability arising out of or in any way connected with, whether directly or indirectly, the followings.
 - (1) Any actual or alleged failure, malfunction or inadequacy of any of the following (hereinafter called as "Computers"), whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; due to the inability to correctly recognize, process, distinguish, interpret, calculate, convert, replace, analyze or accept the time, date, year on and after 1999.
 - (2) Any advice, consultation, suggestion, design, evaluation, inspection, installation, maintenance, repair, replacement, recall or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, or intentional shutdown, stoppage or suspension of "Computers" (including any shutdown, stoppage or suspension of operations using "Computers") in order to prevent, any potential or actual problems described in Paragraph 1(1) of this clause.
2. The provision referred to in paragraph 1 of this clause only applies to the loss or damage resulting from any variation in temperature, humidity or pressure to the interest insured stored in chamber, tank, silo or any other storage space under the control of Insured beyond the period provided in the Transit Clause contained in the old and new Institute Cargo Clauses.
3. The provision referred to in paragraph 2 of this clause does not apply to the loss of or damage to the interest insured reasonably attributable to fire or explosion.



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CONCEALED DAMAGE CLAUSE (A402)

99.05.21(99)新產水發字第 614 號函備查

CONCEALED DAMAGE CLAUSE

It is specially understood and agreed that this insurance shall be specially extended to cover loss or damage to the interest caused by perils insured against, even though such loss or damage is discovered at the time of unpacking the cargoes insured at the destination after this insurance has already expired.

Provided always that such concealed loss or damage be substantiated to have occurred during the tenure of this insurance.

No liability for loss or damage to be payable hereby unless notice has been given to this company's Agents within (XX) days of the expiry of this insurance.



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PERSONAL CONVEYANCE CLAUSE (A403)

99.05.21(99)新產水發字第 614 號函備查

PERSONAL CONVEYANCE CLAUSE

It is agreed and understood that the Company shall indemnify the loss of and/or damage to the insured interest in the course of Personal Conveyance, arising from the accident and/or negligence of this carrier.

Notwithstanding the coverage granted hereunder, this Company shall not be liable for any claim for loss of and/or damage to the insured interest arising from the malicious and/or intentional act, criminal act and the gross negligence of this carrier.

It is a warranty of this insurance that the packing of the interest shall be in accordance with the standard and sufficient package.

BRAND PROTECTION CLAUSE (A404)

99.05.21(99)新產水發字第 614 號函備查

BRAND PROTECTION CLAUSE

- (1) In case where a part or parts of the interest which has the Assured's Brand of Label proving that the interest was manufactured and/or supplied by the Assured, are partly or totally damaged or are reasonably assumed to be damaged by a peril insured against under this Policy, the Assured shall be entitled to retain every control of the damaged interest as to how it should be disposed (scrapped, sold or repaired).
- (2) According to (1) above, in case where the Assured decides to scrap the interest, the company shall agree to the total loss of the interest and pay the insured amount of the interest. In their filing the claim the Assured shall submit to the Company the certificate stating the following contents and signed by the appropriate person in charge, nominated in advance in accordance with the agreement between the Assured and the Company.
 - (i) The judgement by the Assured's department who has the responsibility for quality control of the interest confirming that it is physically or economically impossible to repair the interest to recover its original function as the product.
 - (ii) The interest shall be scrapped under the responsibility of the Assured, any part of which shall not be used.
- (3) According to (1) above, in case where the Assured decides to sell a part or parts of the interest and scrap the rest, the Company shall pay the claim deducting the amount that the Assured could obtain by the sale of a part or parts of the interest. In their filing the claim the Assured shall submit to the Company the certificate stating the following contents instead of the above (2) (ii), in addition to the above (2)(i), and the document proving the sales price of a part or parts of the interest.
 - (ii) The following item (s) was (were) sold for the following price. The rest shall be scrapped under the responsibility of the Assured and shall not be used at all.
- (4) According to (1) above, in case where the Assured decides to repair the interest, the Company shall pay the following charges or fees in addition to repair costs within the limits of the amount insured.
 - (i) Forwarding charges in case where the interest is to be returned to the factory for inspection and/or repair.
 - (ii) Inspection fees in case where the interest is to be inspected.
 - (iii) Costs and charges incurred, if any, in case where the interest is to be re-shipped.
- (5) Even in case of loss or damage to which this clause will be applicable, the survey by an independent surveyor shall be arranged.
- (6) In no case shall the liability of the Company under this clause exceed

NTD1,500,000 per any one accident.



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SPECIAL COVERAGE CLAUSE FOR DEBRIS REMOVAL (A405)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL COVERAGE CLAUSE FOR DEBRIS REMOVAL

Notwithstanding anything contained herein to the contrary, it is hereby noted and agreed that this insurance covers costs and expenses incurred for the removal of all debris of the interest and disposing the damaged goods, including packing materials, insured hereunder which may be occasioned by loss or damage caused by any of the perils insured against except that the Insurer shall not be liable under this Clause for more than the amount insured or XX% of loss per any one accident apart from the insured value and amount of the insured goods, whichever shall be lower.



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SPECIAL CLAUSE FOR STORAGE (A406)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR STORAGE

Notwithstanding anything contained herein to the contrary , this insurance (excepting coverage against War Risk) shall continue to cover the goods including the risks while being in allocation or distribution made by the assured or their agents at the warehouse in Hong Kong and during the ordinary course of transit, until the goods are delivered to the final warehouse indicated by the assured at the destination.

Notwithstanding the coverage granted hereunder, this Company shall not be liable for any claim for loss or damage arising from

- (1) Mysterious disappearance &/or Inventory loss.
- (2) Theft &/or pilferage, unless it being established to have been arisen by trespasser.
- (3) Theft &/or pilferage Malicious and/or intentional act, criminal act and the gross negligence of the assured and/or employee of the assured.
- (4) Insolvency or financial default of company concern with.



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SPECIAL CLAUSE FOR LOADING AND/OR UNLOADING (A407)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR LOADING AND/OR UNLOADING

Notwithstanding anything contained herein to the contrary, this insurance shall cover the damage arising during the period of loading and/or unloading of the insured cargo.



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SPECIAL COVERAGE CLAUSE FOR AIR FREIGHT (A408)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL COVERAGE CLAUSE FOR AIR FREIGHT

In the event of loss of or damage to the interest caused by a peril covered by the Policy and therefore substitutes are supplied by air craft, this policy shall pay for the air freight additionally This policy shall cover this charge even in case the total expense covered under the Policy exceeds the insured value of the interest.

No liability for loss of or damage to be payable hereby unless notice has been given to this company and the assured has confirmed this company's approval before supplying substitutes, After understanding of the necessity, this company shall approve and pay this expense for the assured.

Limit of liability: XX% of claim amount of the insured interest at one accident.



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SPECIAL EXPENSE CLAUSE (A409)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL EXPENSE CLAUSE

This Insurance shall be specially extend to cover any cost and expenses for removal disposal and/or reshipment of the insured goods, including those of rearrangement for shipment and/or temporary storage of the insured goods, incurred by the assured in consequence of the vessel or any other conveyance being stranded, sunk, burst, collision, or contract with any external substance other than water.

In no case, however, shall this insurance cover cost or expenses caused by the War risks. The Liability of the Company under this clause shall not exceed (XX)XXX (or equivalent in other currencies) per any one accident.



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NON-SURVEY CLAUSE (A410)

99.05.21(99)新產水發字第 614 號函備查

NON-SURVEY CLAUSE

Surveys need not be made in respect of claims amounting to (XX)XXX (in addition of deductible) or under, such claims, if any, to be settled on the completed materials from Assured to be submitted.

In the event of the Assured/consignee complying with the instruction of the Policy/Certificate of insurance to call for a survey the fees charged in respect of that survey are to be for Insurers' account even where the claim is subsequently found not to be recoverable under the terms of this insurance.



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SPECIAL CLAUSE FOR ROUND VOYAGE (A411)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR ROUND VOYAGE

Notwithstanding anything contained herein to the contrary , this insurance shall continue to cover the goods including the risks while being in demonstration, exhibition, rental, storage in warehouse and return voyage (according to the original plan), until the insured item are returned to the premises.

Other terms and conditions shall remain unchanged.



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SPECIAL CLAUSE FOR RETURNED GOODS (A412)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR RETURNED GOODS

Notwithstanding anything contained herein to the contrary, this insurance specially covers the goods in case those are returned to the original shippers by any reason, subject to the amendment of Valuation Clause as follows :

INSURED VALUE AND AMOUNT

Invoice value of buyer issued to



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WAIVER AND/OR RELEASE CLAUSE (A413)

99.05.21(99)新產水發字第 614 號函備查

WAIVER AND/OR RELEASE CLAUSE

Privilege is given to The Insured to enter into and to accept contracts and agreements and any all other documents whether for carriage or otherwise) from any third party, containing waivers/and/or releases of liabilities, provided such acceptance is made prior to any known or reported loss or accident.



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SPECIAL CLAUSE FOR EXHIBITION (A414)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR EXHIBITION

Notwithstanding anything contained to the contrary, the insurance, this insurance shall continue to cover the goods in exhibition , until the insured item leave the place of exhibition.

Notwithstanding the coverage granted hereunder, this Company shall not be liable for any claim for loss or damage arising from

- (1) theft unless there is any evidence that such is committed by person(s) who forcibly entered the exhibition compounds and
- (2) all other loss or damage including breakage, bending, denting, scratching, stain unless caused by the act of person(s) other than visitor and/or the exhibition sponsors or their agents or employees or unless caused by fire, explosion, typhoon, windstorm, flood and/or earthquake.

SPECIAL CLAUSE FOR GOODS ENTRUSTED TO THE INSURED FOR REPAIR (A415)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR GOODS ENTRUSTED TO THE INSURED FOR REPAIR

1. Scope of Cover

This additional clause covers the loss of or damage to goods entrusted to the insured for repairs and or maintenance, while transport or storage, caused by fire or careless disposal, or stolen.

2. Treatment of object

This additional clause shall only inure to the object that insured indemnify for, with the allowable right to the entrusted goods, whereas this additional clause shall not inure to the physical injury or property loss of the third-party, which was caused by the damage of entrusted goods.

3. Exclusions

- Theft involved insured, relatives of cohabitation , and employees.
- The loss of or damage to the property, which belongs to or used by the employee of the insured.
- The loss caused by the nature consumption, limitation, spontaneous combustion, spontaneous explosion, bit by mice; eaten by insect.
- The loss caused later than 30 days after the entrusted goods given back to the insured.
- Nuclear risk
- The loss of fire is not caused by the matter of the insured.

4. indemnification measure

《Provision of Claim gist》



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MYSTERIOUS DISAPPEARANCE CLAUSE (A416)

99.05.21(99)新產水發字第 614 號函備查

MYSTERIOUS DISAPPEARANCE CLAUSE

It is hereby noted and agreed that for inland transit transportation cargo this policy includes to cover loss of the mysterious disappearance and Non-delivery, including the abnormality of exterior package damage etc which caused by ambiguity reason after transportation. But excluding the loss or damage falling under the liability of the business parties, warehouse owners and carriers.

Limit of liability for each accident: (XX)XXX

Limit of liability for annual aggregate: (XX)XXX



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SPECIAL CLAUSE FOR STOCK THROUGHPUT INSURANCE POLICY (A417)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR STOCK THROUGHPUT INSURANCE POLICY

ARTICLE 1. LIMIT OF LIABILITY CLAUSE

Notwithstanding anything to the contrary contained in this Policy the sum recoverable, in respect of all losses of and/or damages to and/or sue and labor and other charges for the insured interests loaded and/or to be loaded on any one oversee vessel (or aircraft) sustained or incurred during any one voyage (including connecting transit), shall not exceed the limit(s) specified in this Policy, unless a request is made by the Assured, prior to the attachment of the risk or before any known or reported loss or accident, for the increase of such limit(s) and the special agreement thereto of this Company is obtained.

In settlement of any claim to which this Clause and Article 2 Location Clause are both applicable, the former shall be first applied and then the latter applied.

ARTICLE 2. LOCATION CLAUSE

In case of losses of and/or damages to and/or sue and labor and other charges for the insured interests covered under this Policy on land in any one Locality in China as defined in this Policy, the sum recoverable, in respect of any one accident or series of accidents arising out of the same event (as for earthquake, accidents happening during the period of XX consecutive hours to be considered as those arising out of the same event), shall not exceed the location limit(s) specified in this Policy, unless a request is made by the Assured prior to the happening of loss or accident, for the increase of such limit(s) and the special agreement thereto of this Company is obtained.

ARTICLE 3. ALTERATION CLAUSE

This Company reserves the right to alter rates and/or conditions and/or other items contained in this Policy by giving a thirty (30) days' previous notice in writing to the Assured.

Such alteration shall become effective on the expire of thirty (30) days counting from midnight of the day on which such notice is given by this Company but it shall not apply to any shipment by the vessel which shall have sailed from the port of loading (or by the aircraft which shall have taken off the airport of loading) before such alteration becomes effective.

Nothing in this clause, however, shall affect the War and S.R. & C.C. risks to be covered under this Policy, which shall be subject to the respective Cancellation Clauses contained herein.

ARTICLE 4. DURATION CLAUSE

This Policy shall continue to remain in force until it shall be canceled by either party giving to the other a thirty(30) days' previous notice in writing of the intention to determine.

Such cancellation shall become effective on the expire of thirty(30) days counting from midnight of the day on which such notice is given by or to this Company, but it shall not apply to any shipment to which the risk shall have attached before such cancellation becomes effective.

N. B. Each and every Policy or Certificate of Insurance issued under this Policy is subject to the terms and conditions of this Policy- whether expressly so stated in the policy or certificate of Insurance or not, unless otherwise specially agreed by this Company.

REMARKS

In the case of financial failure on the part of the Assures, claim payment &/or returnable premium amounts may be reduced from the agreements &/or conditions at the time when this contract was made.



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SPECIAL CLAUSE FOR BROKEN-UP VESSELS (A418)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR BROKEN-UP VESSELS

It is understood and agreed that the conditions specified herein and the rate already quoted for the shipment insured thereunder shall be subject to alteration in case where it has already been decided before sailing that the carrying vessel will be broken up.



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STRIKES RIOTS AND CIVIL COMMOTIONS CANCELLATION CLAUSE (A419)

99.05.21(99)新產水發字第 614 號函備查

STRIKES RIOTS AND CIVIL COMMOTIONS CANCELLATION CLAUSE

The cover against Strikes risks (as defined in the relevant Institute Strakes Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute Strikes Clauses before the cancellation becomes effective.

Such cancellation shall however only become effective on the expiry X days (XX hours in respect of sending to or from U.S.A.) from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.



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F.O.B. ATTACHMENT CLAUSE (A420)

99.05.21(99)新產水發字第 614 號函備查

F.O.B. ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary, the risks covered hereunder shall not attach to the interest hereby insured prior to being on board the overseas vessel at the port of shipment.

In case, however, the assured have to bear the risks of the interest hereby insured, under their F.O.B. or C & F contract with the shipper, from the time when it has effectively passed the rail of the overseas vessel at the port of shipment, the risks covered thereunder shall attach from that time.



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F.A.S. ATTACHMENT CLAUSE (A421)

99.05.21(99)新產水發字第 614 號函備查

F.A.S. ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary, the risks covered thereunder shall not attach until the title of the interest hereby insured is duly vested in the assured along-side the overseas vessel at the port of shipment under their F.A.S. contract with the shipper.



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F.O.B. AIRPORT ATTACHMENT CLAUSE (A422)

99.05.21(99)新產水發字第 614 號函備查

F.O.B. AIRPORT ATTACHMENT CLAUSE

Notwithstanding anything contained herein to the contrary(excepting coverage against War Risks), it is understood and agreed that this insurance shall not attach until such time as the goods have been delivered, at the place named in the policy, into the charge of the air carrier or his agent or any other person named by the buyer, or ,if no air carrier ,agent or other person has been so named, of an air carrier or his agent chosen by the seller.



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SPECIAL REPLACEMENT CLAUSE (Airfreight and Duty) (A423)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL REPLACEMENT CLAUSE (Airfreight and Duty)

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding the duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

In case where a part or parts of an insured machine, which have been transported by overseas vessel and land conveyance to the destination named in this policy, are damaged by perils insured against under this policy and substitutes therefore are supplied by air, the air freight including incidental charges shall be recoverable under this policy provided that such air transport is made for the sole purpose of preventing or alleviating further damage or for any other purposes which this company admits to be inevitable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

Notwithstanding foregoing to the contrary, it is specially understood and agreed that in case any part or parts of an insured machine are damaged by perils insured against under this policy and substitutes therefore are supplied, the duty, if imposed on such part or parts, shall also be recoverable under this policy.



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BEFORE LOADING RISKS (A424)

99.05.21(99)新產水發字第 614 號函備查

BEFORE LOADING RISKS

Notwithstanding the provisions of the Transit Clause of Institute Cargo Clauses (All Risks) (or the Institute Air Cargo Clauses (All Risks) (excepting coverage against War Risks), it is specially understood and agreed that this insurance attaches from the time the assured have to bear the risks of the interest hereby insured before loading under their trade contract, until the time when it has been on board of the overseas vessel at the port of shipment or the aircraft at the airport, but shall be limited to XX days from the day on which this insurance attaches.



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SPECIAL COVERAGE CLAUSE FOR INSPECTOR FEE

99.05.21(99)新產水發字第 614 號函備查

SPECIAL COVERAGE CLAUSE FOR INSPECTOR FEE

Notwithstanding anything contained herein to the contrary, subject to the Insurer's prior agreement, it is hereby noted and agreed that this insurance covers cost and /or expense for assorting, inspecting (including attendance of engineer(s) for inspection.), testing and shipping the goods to designated testing facility and/ or re-shipping to the original destination covered by this policy, even though no damage is detected by such inspection or testing etc.

The Insurer's liability under this Clause is limited to (XX)XXX or equivalent in other currencies per any one accident apart from the insured value and amount of insured goods, whichever shall be lower.

In no case, however the Survey charge for loss or damage that may give rise to a claim under the terms and conditions of this policy is included above cost and / or expense.



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DUTY & TAX CLAUSE (A426)

99.05.21(99)新產水發字第 614 號函備查

DUTY & TAX CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder ,by reason of the perils insured against ,but subject to the Policy terms of average; also to pay total loss if the goods are totally lost in accordance with the Policy terms after the duty &/or tax is paid.

In case of the insured amount of duty &/or tax stated herein being in excess of the full amount of duty &/or tax imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein sound condition, this Company's liability shall not exceed the amount of actual loss of duty &/or tax.

In case of the insured amount of duty &/or tax stated herein being less than the full amount of duty &/or tax mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty &/or tax as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty &/or tax payment, and in case of any reduction in duty &/or tax the amount so reduced shall be deducted in settling any loss for which this Company may be liable.



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SET CLAUSE (A427)

99.05.21(99)新產水發字第 614 號函備查

SET CLAUSE

Where any insured item consists of articles in a pair or in a set, the company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as a part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.



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ON-DECK CLAUSE (A428)

99.05.21(99)新產水發字第 614 號函備查

ON-DECK CLAUSE

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the interest hereby insured or any part thereof being carried on deck, whether by the exercise of a liberty granted to shipowners or charterers under the contract of affreightment or not, the conditions on such deckload shall be "F.P.A. (subject to F.P.A. Clause contained in the Institute Cargo Clauses (F.P.A.)), including the risks of Jettison & Washing Overboard," as from the commencement of this insurance.



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OPEN-YARD STORAGE CLAUSE (A429)

99.05.21(99)新產水發字第 614 號函備查

OPEN-YARD STORAGE CLAUSE

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of goods hereby insured or any part thereof being stored in the open-yard at the port of the landing named in the policy, this Company's liability for such goods shall be subject to F.P.A. only so long as they are so stored, provided, however, that the foregoing, shall not apply in case of the Assured having given a previous notice of such storage to this Company and agreed to pay an additional premium required.



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SPECIAL CLAUSE FOR CONTAINERIZED CARGO (A430)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR CONTAINERIZED CARGO

In consideration of the additional premium as arranged, it is hereby specially understood and agreed that this policy covers loss &/or non-delivery, howsoever caused, of package(s) &/or contents packed into and carried by container(s).

Such loss &/or non-delivery shall be ascertained by comparison of the numbers of packages &/or contents thereof shown in the shippers' commercial invoice with those duly evidenced at the time of devanning at the port of discharge or at the consignees' final warehouse.

In case of any damage found to containerized cargo shipped by XXXX Company Limited, it is understood and agreed that such damage should be deemed to have occurred during ocean transit unless any remarks inserted in the pertaining bill of lading or such damage was reported by the shippers to have occurred prior to shipment of the cargo.



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SPECIAL CLAUSE FOR DELAY (A431)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR DELAY

Notwithstanding anything contained herein to the contrary, this insurance shall be extended to cover loss or damage proximately caused by delay. In no case, however, shall this insurance intend to cover financial loss, loss of market or any other consequential loss or damage caused by delay.



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SPECIAL CLAUSE FOR NON-DELIVERY AND MISSING (A432)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR NON-DELIVERY AND MISSING

This policy is to cover the risks of non-delivery of an entire package out of container(s) whose seal(s) remain(s) intact and/or mission of contents out of sound package(s).

Such non-delivery and missing aforementioned shall be ascertained by comparison of the number of package(s) and contents thereof shown in the shipper's and/or supplier's invoice and/or packing list with those duly evidenced at the time of devanning and/or delivery at the port of discharge or at the consignee's final warehouse.



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GENERAL AVERAGE CLAUSE (A433)

99.05.21(99)新產水發字第 614 號函備查

GENERAL AVERAGE CLAUSE

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded here from.

PUBLIC AUTHORITIES CLAUSE (A434)

99.05.21(99)新產水發字第 614 號函備查

PUBLIC AUTHORITIES CLAUSE

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any ordinance, law, statute or with bye-laws of any relative public authority provided that:

1. The Company shall not indemnify the Insured for such additional cost as may be incurred by reason of the necessity to comply with building or other regulations under or framed in pursuance of any ordinance, law, statute or with bye-laws of any relative public authority in case:
 - 1) destruction or damage has occurred prior to the granting of this extension;
 - 2) destruction or damage shall not be insured by this policy;
 - 3) notice of rebuilding or demolishing has been served upon the Insured prior to the happening of the destruction or damage;
 - 4) work of rebuilding or demolishing or replacement of undamaged property other than foundation shall be carried out.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing an way be carried out upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company under this Policy apart from this extension shall be reduced by application of the terms and conditions of this Policy then the liability of the Company under this extension shall be reduced in like proportion.
4. The amount recoverable under any item of this Policy shall not exceed the sum insured thereby. This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.



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PROFESSIONAL FEES CLAUSE (A435)

99.05.21(99)新產水發字第 614 號函備查

PROFESSIONAL FEES CLAUSE

It is agreed and understood that the Company shall indemnify the Insured for the architects', surveyors' consulting engineers' fees necessarily incurred by the Insured in the reinstatement of the property insured consequent upon its destruction or damage by peril hereby insured against but not any fees for the preparation of a claim or estimate of loss, it being understood that the amount payable for such fees shall not exceed the amount authorized under the scales of the related professional department regulating such charges prevailing at the time of the destruction or damage subject to the sum insured stipulated in the Schedule of this Policy.



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SPECIAL CLAUSE FOR MYSTERIOUS LOSS CLAUSES (A436)

99.05.21(99)新產水發字第 614 號函備查

SPECIAL CLAUSE FOR MYSTERIOUS LOSS CLAUSES

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that this insurance is to pay for non-delivery and/or short delivery of package or packages on containerized cargo shipments howsoever caused.

It is further agreed that the meaning of such special non-delivery as claimable under this Policy shall be the difference of number between the number of packages as per shipper's and/or supplier's invoice, packing list of the container in which the packages have been packed by the shippers and/or supplier's or the number of packages described on the Bill of Lading, and the actual number of packages in the container which is delivered at the final destination named in the Policy.



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ACCUMULATION CLAUSE (A437)

99.05.21(99)新產水發字第 614 號函備查

ACCUMULATION CLAUSE

The vessel and conveyance limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the oversea vessel or conveyance at the port or place of discharge provided always the accumulation of interests beyond such limits of liability shall have arisen in the ordinary course of transit from circumstances beyond the control of the Assured.

Any other accumulation of interests beyond the transit limits of liability expressed herein by reason of transit interruption and/or other circumstances beyond the control of the Assured, Underwriters shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable for the full amount at risk but in no event shall Underwriters be liable hereunder for more than triple the transit limits of liability expressed herein.



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AIRFREIGHT REPLACEMENT/CHARGES CLAUSES (A438)

99.05.21(99)新產水發字第 614 號函備查

AIRFREIGHT REPLACEMENT/CHARGES CLAUSES

In the event of loss of or damage to the interest insured caused by a peril covered by the policy necessitating immediate replacement in accordance with the sale contract terms, Underwriters agree to indemnify the Assured on the basis of the cost of replacement plus air freight charges reasonably incurred.



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SMALL CLAIM CLAUSES (A439)

99.05.21(99)新產水發字第 614 號函備查

SMALL CLAIM CLAUSES

It is agreed that the Assured can file a direct claim against the Company without need of the presentation of a survey report for any case where the claimed amount over deductible is less than (XX)XXXX or its equivalent in another currency.

The following documents/information are to be supplied:

- copy of invoice, B/L, Packing List, and Photo
- Claim Letter
- Notice of Loss.



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POSSESSION AND CONTROL (A440)

99.05.21(99)新產水發字第 614 號函備查

POSSESSION AND CONTROL

In the event of loss or damage from a peril insured herein to goods or merchandise carrying a brand or trademark or implying a guarantee of the manufacturers or of the Assured, the salvage value of such damaged goods or merchandise shall, with consultation with Assurers, be determined after removal of all brand or trademarks. The Assured shall retain control of all damaged goods or merchandise and such goods or merchandise shall not be resold or otherwise disposed of without the Assured's consent, The Assured agrees wherever practicable to recondition and sell such goods or merchandise after removal of all brands and trademarks.



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ARBITRATION CLAUSE (A441)

99.05.21(99)新產水發字第 614 號函備查

ARBITRATION CLAUSE

"All disputes, controversies, differences or claims arising out of, relating to or connecting with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration referred to the Arbitration Association of the Republic of China (Chinese Arbitration Association, Taipei) in accordance with the Arbitration Law of the Republic of China and the Arbitration Rules of Chinese Arbitration Association, Taipei. The place of arbitration shall be in Taiwan .

The award rendered by the Arbitrator(s) shall be final and binding upon both parties concerned."



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CANCELLATION CLAUSES (A442)

99.05.21(99)新產水發字第 614 號函備查

CANCELLATION CLAUSES

The inclusion in this Contract of insurance against WAR risks may be cancelled by either XX days for insured and XXX days for the insurer

The inclusion in this Contract of insurance against STRIKES, RIOTS, CIVIL COMMOTIONS AND MALICIOUS DAMAGE ETC. risks may be cancelled by either the Underwriters or the Assured giving X days' notice.

This Policy may be cancelled at any time at the request of the Insured. This policy may not be cancelled by the company, except for non-payment of premium, in which case the Insurer shall give the Insured at least XX days prior written Notice of Cancellation by mail at the address shown in this policy.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Underwriters but shall not apply to any transit insurance which shall have been declared or attached in accordance with Contract terms and conditions before the cancellation becomes effective.



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CURRENCY CLAUSES (A443)

99.05.21(99)新產水發字第 614 號函備查

CURRENCY CLAUSES

The payment of insurance premium and loss under this policy shall be made in US Dollar, if applicable. In case of loss, the exchange rate for the settlement will be based on the on board date for transit risk and date of loss for storage risk.



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LOCATION REPORTING PROCEDURE (A444)

99.05.21(99)新產水發字第 614 號函備查

LOCATION REPORTING PROCEDURE

New location(s) intended to be covered under this policy as named location should be declared to Underwriter in writing as soon as possible but no later than XX days from risk attachment.

LABEL CLAUSE (A445)

99.05.21(99)新產水發字第 614 號函備查

LABEL CLAUSE

1. In case of damage affecting labels, capsules or wrappers the Underwriters, if liable therefore under the terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the Underwriters be liable for more than the insured value of the damaged merchandise.
2. This Policy is extended to indemnify the Assured for actual expenses incurred in the reconditioning of or the replacing of, at final point of destination, the packaging of goods and/or merchandise insured under this Policy during transit to such destination provided that:
 - 1) The type of package would normally withstand the transit without damage.
 - 2) Packing to be free from damage at inception of transit risk as evidenced by issuance of a clean Bill of Lading (without a Letter of Indemnity having been given by the shipper); or otherwise proven by the Assured.
 - 3) Damage to packing is due to a peril insured against.
 - 4) Reconditioning of packing or repacking is actually necessary.



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PREMIUM PAYMENT (XX DAYS) CLAUSE (A446)

99.12.29(99)新產水發字第 1515 號函備查

PREMIUM PAYMENT (XX DAYS) CLAUSE

If the premium due under this policy has not been so paid to Underwriters within XX days from the inception of this policy (are, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to quit this policy by notifying the (Re)Insured via the broker in writing.



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SANCTION LIMITATION AND EXCLUSION CLAUSE (A447)

99.12.29(99)新產水發字第 1515 號函備查

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



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INLAND TRANSIT CLAUSE (A448)

101.03.01(101)新產水發字第 0116 號函備查

INLAND TRANSIT CLAUSE

Notwithstanding the provisions of the Transit Clause of Institute Cargo Clauses (A) (or the Institute Cargo Clauses (Air) (excepting coverage against War Risks), it is specially understood and agreed that this insurance continues to cover the goods hereby insured during the ordinary course of transit, including the period of storage in an intermediate place of storage &/or in final warehouse at the destination after arrival thereat, until 90 days after discharge from the overseas vessel (or aircraft), or until completion of the inspection by the consignees, whichever shall first occur.



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OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (TRAIN, TRUCK) (A449)

101.03.01(101)新產水發字第 0132 號函備查

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (TRAIN, TRUCK) (A449)

I . Scope of Cover

This insurance is classified into two conditions – Overland Transportation Risks and Overland Transportation All Risks. Where the goods insured hereunder sustain loss or damage, the Company shall undertake to indemnify therefor according to the Insured Condition specified in the Policy and the provisions of these Clauses:

Overland Transportation Risks

This insurance covers:

- 1) Total or partial loss of or damage to the insured goods caused in the course of transportation by natural calamities – windstorm, lightning, earthquake, flood etc., or by accidents collision, overturning or derailment of the conveyance, including grounding, stranding, sinking or collision of the craft in case crafts are employed and/or collapse of tunnel, landslide, fire, explosion etc.
- 2) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under the Policy, provided that such cost shall not exceed the sum Insured of the consignment so saved.

Overland Transportation All Risks

Aside from the risks covered under the Overland Transportation Risks as above, this insurance also covers all risks of loss of or damage to the insured goods whether partial or total, arising from external causes in the course of transit.

II . Exclusions

This insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured.
2. Loss or damage falling under the liability of the consignor.
3. Loss or damage arising from the quality or shortage of the insured goods prior to the attachment of this insurance.
4. Loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom.
5. Risks and liabilities covered and excluded by the Overland Transportation Cargo

War Risks Clauses and Strike, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

Warehouse to warehouse clause:

This insurance attaches from the time the goods hereby insured leave the warehouse of place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit including incidental transit by craft until the insured goods are delivered to the Consignee's final Warehouse or place of storage at the destination named in the Policy or to any other place used by the Insured for allocation or distribution of the goods. This insurance shall, however, be limited to sixty (60) days upon arrival of the insured goods at the final station of discharge before the insured goods reach the Consignee's warehouse.

IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the company reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the company:

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing.
2. The Insured shall, and the Company may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing a loss or damage thereto.
3. The following documents should accompany any claim hereunder made against this company:

Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Short Delivery, Survey Report, Statement of Claim.

If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

V. The Time of Validity of a Claim

The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the train/truck at the station of the final destination.

PARCEL POST INSURANCE CLAUSES (XX DAYS) (A450)

101.03.01(101)新產水發字第 0133 號函備查

PARCEL POST INSURANCE CLAUSES (XX DAYS) (A450)

I . Scope of Cover

This insurance is classified into Parcel Post Risks and Parcel Post All Risks and shall , in case of loss of or damage to the insured parcel, assume liability according to the conditions of the risks covered as specified in the Policy.

1. Parcel Post Risks

This insurance shall undertake to indemnify for:

- 1) Total or partial loss of the insured parcel caused by:
 - a) Heavy weather, lightning, tsunami, earthquake, flood;
 - b) Grounding, stranding, sinking, collision, overturning, derailing, crashing or missing of the carrying conveyance or;
 - c) Fire or explosion.
- 2) Reasonable cost incurred by the Insured in salvaging the insured parcel or averting or minimizing a loss recoverable under the Policy provided that such cost shall not exceed the sum insured of the parcel so saved.

2. Parcel post All Risks

Aside from the liability covered under the aforesaid Parcel Post Risks, this insurance shall also indemnify for total or partial loss of the insured arising from external causes in the course of transit.

II . Exclusions

This insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured.
2. Loss or damage falling under the liability of the consignor.
3. Loss or damage arising from the inferior quality or shortage of the insured parcel prior to attachment of this insurance.
4. Loss or damage arising from normal loss, inherent vice or nature of the insured parcel, loss of market and/or delay in transit and any expenses arising therefrom.
5. Risks and liabilities covered and excluded by the Parcel Post War Risks Clauses and Strikes, Riots and Civil Commotion Clauses of this Company.

III . Commencement and Termination of Cover

This insurance attaches from the time the insured parcel leave the premises or the place of business of the sender for transit to the post office and continues in force until the expiry of fifteen (15) days counting from midnight of the day of issuing of the notice of arrival of the parcel by the post office at the destination named in the policy when the parcel arrive there, or until delivery of the parcel to the premises or place of business of the recipient if such delivery takes place prior to the expiry of the aforesaid fifteen (15) days.

IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss if and when such failure prejudices the rights of the Company.

1. The Insured shall take delivery of the insured parcel in good time upon arrival there of at the destination named in the Policy. If the insured Parcel are found damaged, the Insured shall immediately apply for survey to the surveying and/or settling agent stipulated in the Policy. If the insured Parcel are found short in entire parcel on parcels or to show apparent traces of damage, the Insured shall obtain from the post office a certificate of shortage or damage and lodge a claim in writing with the said post office, obtaining, if necessary, its confirmation of an extension of the time limit of validity of such claim.
2. The Insured shall take reasonable measures immediately in salvaging the insured parcel or preventing or minimizing a loss or damage thereto, when they sustain loss or damage covered under this insurance. The measures so taken by the Insured shall not be considered as a waiver of abandonment hereunder, nor shall they be considered as an acceptance of abandonment in the event that they are taken by the Company.
3. The following documents should accompany any claim hereunder made against the Company: Original Policy, Postal Receipt, Invoice, Packing List, Weight memo, Certificate of Loss or Damage or Shortage, Survey Report and Statement of Claim. If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

V. The Time of Validity of a Claim

The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of delivery of the insured parcel to the recipient.



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GOODS PURCHASED BY THE ASSURED ON “FOB”, “C&F” OR SIMILAR TERMS (A451)

101.03.01(101)新產水發字第 0134 號函備查

GOODS PURCHASED BY THE ASSURED ON “FOB”, “C&F” OR SIMILAR TERMS (A451)

It is hereby understood and agreed that the goods are at the Assurers' risk and that their liability to the Assured commences from the time goods leave the Suppliers' Factory, warehouse, store or Mill as if the Contract of Sale was “ex-Suppliers' premises” notwithstanding that the goods and/or interest may have been purchased on “FOB”, “C&F” or similar terms. Assurers are to be subrogated to the Assured's rights of recourse against the supplier or other parties.



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EXTRA COST CLAUSE (A452)

101.03.01(101)新產水發字第 0135 號函備查

EXTRA COST CLAUSE (A452)

Extraordinary additional costs for overtime Sunday or holiday labor are covered. Travel costs incurred by the Insured in connection with claims assessments, as well as costs for repair on the construction site may be charged to the Insurer. All costs subject to prior approval of Insurers.



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TRUCK RISK CLAUSE (A453)

101.03.01(101)新產水發字第 0136 號函備查

TRUCK RISK CLAUSE (A453)

In no case shall this insurance cover loss or damage caused by theft from unattended vehicle. If circumstances cannot be avoided, this insurance covers loss or damage caused by theft provided that the carrying vehicle is fitted with an immobilizer and all vehicle doors must be securely locked and windows and other means of access shall be securely closed. Vehicle must be parked at public car park when left unattended at any time. Warranted the carrying conveyance with the goods insured can not stay overnight during the transportation.



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DUTY CLAUSES (A454)

101.03.01(101)新產水發字第 0137 號函備查

DUTY CLAUSES(A454)

This insurance is also to cover increased value of cargo by reason of payment of duty and/or VAT, taxes and/or other charges is insured subject to the same conditions as applying to the insurance on cargo and to pay on the same basis as such insurance.



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COINSURANCE CLAUSE (A455)

101.03.01(101)新產水發字第 0138 號函備查

COINSURANCE CLAUSE (A455)

The term **Company** wherever it appears in this Policy shall mean the Companies named below.

The liability of the Companies shall in no case exceed in respect of any insured item the sum insured thereon nor in all the total sum insured. The liability of each Company named below shall be limited to the percentage set against its name of such amounts as may become payable under this Policy.

SHINKONG INSURANCE CO., LTD as the Leading Company has been authorized by the other coinsurer to deal with all matters relating to this Policy including all decisions made by the Leading Company and all agreements reached between the Assured and the Leading Company shall be binding on the other coinsurer.

Any notice given verbally or in writing by the Assured to the Leading Company shall be deemed to have been given to the other coinsurer also.



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PROFIT COMMISSION (A456)

101.03.01(101)新產水發字第 0139 號函備查

PROFIT COMMISSION (A456)

It is agreed that Underwriters shall allow a Profit Commission of **15%** on the actual profit achieved each policy year. Such profit Commission shall be calculated in accordance with the following formula, but not before **9** months after the expiry of the period to which this Profit Commission is applicable

CREDIT

1. **30%** of the Gross Premiums (after deductions of any returns) received by Underwriters within **9** months after the expiry of the applicable policy year.

DEBIT

1. Claims paid (after any refunds), and expenses incurred, less salvages and recoveries received.
2. Outstanding losses advised (Underwriters' estimates where applicable)
3. Debit balance if carried forward from previous years' Profit Commission statements.

In the event of the Statement showing an excess of Debit over Credit such remaining Debit shall be brought into the Statement of the ensuing period or periods until a net profit is restored, but not beyond the statement for the 3rd annual period from which the loss occurred. If the total of the credit items exceed the total of the debit items, the difference shall represent the Profit on which the Profit Commission is calculated

The Profit Commission shall be subject to readjust in the event of change to the figures on which Profit Commission was calculated.

紅字部份可修改



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SHIPPING EXPENSES CLAUSE (A457)

101.03.01(101)新產水發字第 0140 號函備查

SHIPPING EXPENSES CLAUSE (A457)

When the subject-matter insured is not delivered to the destination contemplated due to circumstances beyond the control of the Assured this insurance also to pay any charges incidental to shipping which have been or may be incurred by the Assured.



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SALESPERSON'S SAMPLES (A458)

101.03.01(101)新產水發字第 0141 號函備查

SALESPERSON'S SAMPLES (A458)

In consideration of premium payable as agreed and subject to the limit of liability expressed elsewhere herein, this Policy is extended to cover salesperson's samples, tools of salespersons, repairers, or other representatives of the Assured but only while in the possession of such salespersons, repairers, or other representatives of the Assured and irrespective of whether such salesperson's samples, tools, and other similar property of the Assured is in transit or otherwise, but excluding while at any owned, leased, or controlled location of the Assured.



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LOADING, UNLOADING CLAUSE (A459)

101.03.01(101)新產水發字第 0142 號函備查

LOADING, UNLOADING CLAUSE (A459)

Including loading and unloading. "Loading" means a continuous act of moving interest from the ground onto the conveyance by man handling or forklift. "Unloading" means a continuous act of moving interest from the conveyance down to the ground by manhandling or forklift.



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ACCUMULATION CLAUSE (DOUBLE) (A460)

101.03.01(101)新產水發字第 0143 號函備查

ACCUMULATION CLAUSE (DOUBLE) (A460)

Whilst in the due course of transit, should there be any other accumulation of interests beyond such limits of liability by reason of interruption of transit and/or other circumstances beyond the control of the Assured, Underwriters shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable for the full amount at risk, but in no event are Underwriters liable for hereunder for more than double the limits of liability expressed herein. This clause does not apply to goods in process and/or in storage.

EXHIBITIONTRADE FAIRS (A461)

101.03.01(101)新產水發字第 0144 號函備查

EXHIBITIONTRADE FAIRS (A461)

- A. This policy is hereby extended to cover goods and/or merchandise in which the Assured has an insurable interest while in transit to and/or from and while temporarily located at Trade Fairs and/or Exhibitions.
- B. This Company shall be liable for no more than “**As Per Declarations Page**” for any portion of the transit and/or Trade Fairs and/or Exhibition coverage.
- C. If in the event of loss or damage to property hereby insured, any other valid insurance, effected by or for the Assured, exists covering the same property, this insurance shall be considered as excess insurance and this Company shall be liable only for the amount which cannot be collected under such other insurance, subject to the limit of liability as stated “**As Per Declarations Page.**”
- D. An accurate record shall be kept by the Assured of all Trade Fairs and/or Exhibitions covered by this Endorsement and such shall be reported to this Company as required.
- E. Goods and/or Merchandise insured hereunder shall be valued at Replacement Cost.
- F. Notwithstanding the foregoing provisions, this insurance is free from claim for loss or damage caused by:
 - (1) Blowout, short circuit or other electrical disturbances (other than lightning) within such property unless fire ensues and then only for the loss or damage caused by the ensuing fire;
 - (2) Delay, howsoever caused, wear, tear gradual deterioration, inherent vice, latent defect, and mechanical breakdown;

(3) Repairing, adjusting, servicing, maintenance, operation or the use of the property insured unless fire ensues and then only for the loss or damage caused by the ensuing fire;

G. Conversion or other acts or omissions of a dishonest character on the part of the Assured or his or their employees, or any person to whom the property insured may be delivered or entrusted by whomsoever for any purpose whatever.



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LOCATION AND PROCESSING ENDORSEMENT (A462)

101.03.01(101)新產水發字第 0145 號函備查

LOCATION AND PROCESSING ENDORSEMENT (A462)

1. Effective as agreed and in consideration of premiums as agreed, this Contract, subject to all its terms and conditions not in conflict with this Endorsement, is extended to cover the Assured's inventory, excluding fixed assets, while situated at the List of Locations Approved by This Company as attached herein.
2. These Assurers shall be liable for no more than the limit of liability per location shown as per Clause 14.
3. An accurate record shall be kept by the Assured of all property covered by this Endorsement and such record shall be open to the inspection of any authorized representative of this Company.
4. This insurance remains in full force whilst the goods insured are under any process but in no case shall extend to cover damage thereto solely caused by such a process.
5. In case of loss or damage to goods covered by this insurance, the basis of determining the amount of this Company's liability shall be as per the valuation clause of the marine cargo contract.
6. Coverage under this Endorsement excludes :
 - (a) Loss resulting from any dishonest action or acts committed alone or in collusion with others, by any employees of the Assured or their agents, whether or not such acts are committed during regular business hours ;
 - (b) Any unexplained loss, mysterious disappearance, or loss or shortage disclosed in taking inventory ;
 - (c) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this Contract; however, subject to the foregoing and all provisions of this Contract, direct loss by fire resulting from nuclear radiation or radioactive contamination is insured against by this Contract ;
 - (d) i. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air

forces; or (c) by an agent of such government, power, authority or forces ;

ii. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war ;

iii. Insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade ;

(e) Risks excluded by the Clause Paramount Nuclear Exclusion Clause contained in this Contract.

7. Each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of \$1,000 any one loss or occurrence; except for

(a) loss or damage to stock caused by or resulting from any earth movement, including but not limited to earthquake, landslide, or subsidence whether or not caused by, resulting from, or contributed to loss or damage of the type insured hereunder each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of 10 Percent of the Loss subject to a minimum deductible of \$10,000 any one loss or occurrence. This deductible applies separately to each earth movement occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for earth movement. All earth movement that occurs within any seventy-two (72) hour period will constitute a single earth movement. The expiration of this Policy will not reduce the seventy-two (72) hour period.

(b) loss or damage to stock caused by or resulting from flood meaning waves, tide or tidal water and rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water, whether driven by wind or not, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of \$3,000 any one loss or occurrence. This deductible applies separately to each flood occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for flood.

(c) loss or damage to stock caused by or resulting from the direct action of wind including substance driven by wind, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of \$3,000 any one loss or occurrence. This deductible applies separately to each wind occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for wind.

8. The Assured shall, as soon as practicable, report to this Company every loss or damage which may become a claim under this Endorsement.
9. No suit, action or proceeding for the recovery of any claim under this Endorsement shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this Contract is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted by the laws of such State to be fixed herein.
10. This Contract does not attach to or become insurance upon property herein described which, at the time of any loss, is otherwise insured until the liability of such other insurance has been exhausted, and shall thence cover only such loss or damage as may exceed the amount due from such other insurance (whether valid or not and whether collectible or not) after application of any contribution, co-insurance, average or distribution or other conditions contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits set forth herein.
11. This entire insurance shall be void if the Assured or his agent has concealed or misrepresented in writing or otherwise any material facts or circumstances concerning this insurance or the subject thereof, or if the Assured, or his agent, shall make any attempt to defraud this Company either before or after a loss.
12. For the purpose of this insurance "location" is defined as any building, tank, dock, pier, bulkhead (or group thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall not be less than fifty feet wide, (for the purposes of this definition any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative).
13. It is understood and agreed that, in the event of cancellation of the contract to which this endorsement is attached, the insurance provided for hereunder shall terminate immediately upon such cancellation, and no claim for loss or damage arising after such date shall be recoverable hereunder.
14. Limits Of Liability and List of Locations Approved by This Company As Attached.



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PARAMOUNT WAR CLAUSE (CARGO) (A463)

101.03.01(101)新產水發字第 0146 號函備查

PARAMOUNT WAR CLAUSE (CARGO) (A463)

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this Agreement provides that war risks may be ceded hereunder then the cover afforded by this Reinsurance in respect of such war risks shall be subject to terms and conditions no wider than the relevant London Institute War Clauses current at the inception of the risk ceded hereunder or current at the later of either the inception date or the most recent anniversary date of this Agreement.

The acceptance of war risks under this Agreement is at all times subject to seven days' notice of cancellation given by either party; such period of notice to commence not later than three days from the date of notice given by the reinsurer.



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CARGO ISM FORWARDING CHARGES CLAUSE(A364) **(for use only with JCC Cargo ISM Endorsement JC 98/019)**

101.05.10(101)新產水發字第 337 號函備查

Cargo ISM Forwarding Charges Clause

(for use only with JCC Cargo ISM Endorsement JC 98/019)

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to a limit of the sum insured for the voyage, for an extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

- a. to such vessel not being certified in accordance with the ISM Code, or
- b. to a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC98/019.



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50/50 SHARE CLAUSE (A365)

(applying to the Assured's affiliated/related companies only)

101.05.10(101)新產水發字第 338 號函備查

50/50 SHARE CLAUSE

(applying to the Assured's affiliated/related companies only)

In case of loss/damage from perils insured and it was caused by the forwarder, SKI agree to share the 50% of loss or damage only if the forwarder is the Assured's affiliated/related companies. Attributable to willful misconduct will be excluded.



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SELLER'S CONTINGENT INTEREST CLAUSE IN RESPECT OF SHIPMENTS SOLD ON FOB, CFR OR SIMILAR TERMS (A366)

101.05.10(101)新產水發字第 339 號函備查

SELLER'S CONTINGENT INTEREST CLAUSE IN RESPECT OF SHIPMENTS SOLD ON FOB, CFR OR SIMILAR TERMS

This insurance is also to cover the seller's (i.e. Assured's) contingent interest on FOB, CFR or similar trade terms but not to cover when the buyer accepts the subject-matter insured as their exclusive interest.

Claim shall be limited to the extent that the buyer fails to accept the subject-matter insured having suffered loss or damage in transit and the underwriters are to be transferred both the seller's and buyer's (under seller's assistance) rights against the liable carriers for subrogation purpose.



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RETURNED & RECALLED GOODS (A367)

101.05.10(101)新產水發字第 340 號函備查

RETURNED & RECALLED GOODS

Shipments upon which delivery to the consignee cannot be accomplished because of refusal of acceptance and which are returned for this or any other reason are held covered while at risk of the Assured until sold or otherwise disposed of, subject to terms and conditions of this Policy.



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ACCUMULATION CLAUSE (A368)

101.05.10(101)新產水發字第 341 號函備查

ACCUMULATION CLAUSE

Should there be an accumulation of interest beyond the limits expressed in this Policy by reason of any interruption of transit and/or at a transshipping point and/or on a connecting steamer aircraft of conveyance, the insurers shall hold covered such exceed two times of this policy limit, provided notice be given to the Insurers as soon as known to the assured.



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SPECIAL AGREEMENT ON EXPORTED SECOND-HAND MACHINERY (A369)

101.05.10(101)新產水發字第 342 號函備查

SPECIAL AGREEMENT ON EXPORTED SECOND-HAND MACHINERY

The Assured's exported second-hand machinery is to be covered by ICC(A) and the basis of valuations is based on price stated in the Assured's sale of goods contract or invoice value, plus XX%. With regards to movement of the machinery and / or equipment, it is understood and agreed that coverage is extend to terminate only when place on the footprint including hoisting, loading and unloading.

Due to above, the Assured is to provide pre-shipment survey report to this company for reference.

Hereby is specially agreed by the parties concern hereon that where the Assured's export on CIF and/or similar terms is involved, whilst the insured cargo is arrived at destined port and the consignee is entitled to take delivery within XX days after carrying vessel discharge as per ICC Clauses hereon, however, which the insurer agrees to extend XX days more for aforesaid same purpose. However, once aforesaid XXdays overall may be insufficient for the consignee, the Assured shall give prompt written notice to the Insurer without additional premium.

SPECIAL CLAUSE FOR BULK OIL CARGO (A370)

101.05.10(101)新產水發字第 343 號函備查

SPECIAL CLAUSE FOR BULK OIL CARGO

Notwithstanding anything to the contrary contained in the Transit Clause of the Institute Cargo Clauses, it is understood and agreed that the following clauses shall be applied:-

1. This insurance attaches from the time the goods leave tanks at the port of shipment and continues thereafter as stipulated in the said clause, until the goods are discharge into the shore tank at the port of destination named in the policy.
2. This insurance is including pipe link risk at both ends and the risks of explosion and contamination irrespective of percentage.
3. To pay shortage irrespective of percentage.
4. Requirements for survey and analysis prior to commencement of voyage, it is a warranty of this insurance that:
coastal tanker &/or barge the ship's (including loading coastal tanker &/or barge) tanks be cleaned, tested and approved prior to loading of the goods;
(1) The goods shall be analyzed, gauged and weighed at port of loading (including the port of loading into coastal tanker &/or barge);
(2) Tanks of loading coastal tanker &/or barge be cleared out and dried up in full at completion of loading of the goods onto overseas vessel; and
(3) The satisfactory certificates as to above mentioned surveys and analysis be given by Lloyd' s or other Authorized Surveyors.
5. Requirement for survey after arrival at port of discharge, it is a warranty of this insurance that:
(1) our Authorized Surveyor shall take sample of the goods at time of discharge and shall generally supervise the weighing, gauging, measuring and other operation for determination of condition of the goods, either prior to during, or at completion of discharge from the overseas vessel;
(2) the ship' s tanks be cleared out and dried up in full at completion of discharge from the overseas vessel into shore tank; and

The satisfactory certificates as to the above mentioned surveys be given by our Authorized Surveyor



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PARAMOUNT WAR AND STRIKES CANCELLATION CLAUSE (A371)

101.05.10(101)新產水發字第 344 號函備查

PARAMOUNT WAR AND STRIKES CANCELLATION CLAUSE

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this contract provides that war and strikes, riot and civil commotions risks may be ceded hereunder, then the cover afforded by this reinsurance in respect of such war and strikes, riot and civil commotions risks shall be subject to terms and conditions no wider than the relevant London Institute War and Strikes Clauses current at the inception of the risk ceded hereunder, or current at the later of either the inception date or the most recent anniversary date of this contract/ treaty.

The acceptance of war and strikes, riot and civil commotion risks under this contract/ treaty is at all times subject to **seven** days notice of cancellation by either party, but **48** hours notice for strikes, riot and civil commotion's risks in respect of shipments to or from the USA at any time.

Such period of notice to commence not later than **seven** days and/or **48** hours (to or from the USA) from the date of notice given by the Reinsurers.

The Reinsurers agree however to reinstate this insurance subject to agreement between the Reinsurer and the Reassured period to the expiry of such notice of cancellation as to new rate and / or premium and / or conditioners and / or warranties.

紅字部份可變動



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USED &/OR SECOND HAND CLAUSE (A472)

101.07.06(101)新產水發字第 0542 號函備查

USED &/OR SECOND HAND CLAUSE

It is hereby understood and agreed that the insured used &/or second-hand goods are insured by Institute Cargo Clause (Air) for Air Cargo and/or Institute Cargo Clause (A) as attached and subject to Second Hand Replacement Clause as attached subject to the deductible of US\$XX per occurrence.



SHINKONG INSURANCE

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SUPPLEMENTARY PROVISIONS OF MARINE INSURANCE 2009 (A473)

101.07.06(101)新產水發字第 0543 號函備查

SUPPLEMENTARY PROVISIONS OF MARINE INSURANCE 2009

The following supplementary provisions are incorporated in this policy.

Special Amendment for Institute War Clauses

It is specially understood and agreed that the description "arising from risks covered under 1.1 above," in the clause 1.2 of the following clauses;

Institute War Clauses (Cargo) 1/1/09

Institute War Clauses (Air Cargo) (excluding sendings by Post) 1/1/09

Institute War Clauses (Sendings by Post) 1/3/09

is deemed to be deleted.

1/10/09

1/8/82

Institute Malicious Damage Clause

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

Piracy Clause

(For use only with the Institute Cargo Clauses (B) & (C) 1/1/09)

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by piracy, subject always to the other exclusions contained in this insurance.

It is further understood and agreed that the clause 6.2 of the Institute Cargo Clauses (B) 1/1/09 and Institute Cargo Clauses (C) 1/1/09 shall be deemed to be deleted and replaced by the clause 6.2 of the Institute Cargo Clauses (A) 1/1/09.

1/10/09



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QUARANTINE CLAUSE (II) (A474)

101.07.06(101)新產水發字第 0544 號函備查

QUARANTINE CLAUSE (II) (A474)

Notwithstanding anything contained in the Institute Cargo Clauses(A) and/or the Institute War Clauses incorporated herein, this policy is warranted free from any claim for either

- (1) loss, damage or expense due to quarantine or other similar regulations causing or resulting in seizure, arrest, restraint, detainment, rejection or destruction

or

- (2) loss, damage or expense caused by the subject-matter insured being infected with harmful bacteria or other similar microorganism, unless such loss, damage or expense is attributable to contact of the subject-matter insured with sea water, rain or fresh water, or derangement or breakdown of the refrigerating plant (including refrigerating machinery and insulation) or stoppage of the refrigerating machinery.



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RISK ATTACHMENT CLAUSE (A475)

101.07.06(101)新產水發字第 0545 號函備查

RISK ATTACHMENT CLAUSE (A475)

Notwithstanding the provision for the attachment of this insurance (excepting coverage against War Risks) contained in the relevant Institute Clauses, this insurance shall attach from the time when the assured have to bear the risks of the subject-matter insured at the place named in the contract of this insurance for the commencement of the transit under their trade terms with the parties concerned, subject always to the other provisions contained in this insurance.

1/1/11



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AGREEMENT FOR LETTER OF CREDIT (A476)

101.07.06(101)新產水發字第 0546 號函備查

AGREEMENT FOR LETTER OF CREDIT (A476)

Where the Assured is required by the Letter of Credit or the sales contract of the declared shipment to provide an individual insurance policy subject to the Institute Cargo Clauses or Air Cargo Clauses with related War and Strikes Clauses, which are not mentioned in the terms & conditions in this Open Policy, then this Company agree that such an individual insurance policy may be issued.

Notwithstanding the above, such cover is granted hereunder provided it does not exceed the provisions of this Open Policy.



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BRAND PROTECTION CLAUSE (A477)

101.07.06(101)新產水發字第 0547 號函備查

BRAND PROTECTION CLAUSE (A477)

This Company shall specially agree the claim settlement for the products manufactured or sold by the Assured.

In case where a part or parts of the interest are partly or totally damaged or are reasonably assumed to be damaged by a peril insured against under this insurance, this Company shall entitle the Assured (or Subsidiary Company) the judgment of the loss.

According to above mentioned, in case where the Assured decides not to sell or deliver to the their customers by the reason of followings, this Company shall agree to the total loss of the interest and pay the insured amount of the interest.

- (1) In case where the Customer reject the reception. And,
- (2) In case where the Assured decide to dispose the damaged or assumed to be damaged goods for justified reason.

In their filing the claim the Assured (or Subsidiary Company) shall submit to the Company the Certificate stated the followings and signed by the responsibility person of Quality Assurance Department.

- (1) It is physically or economically impossible to repair the interest to recover its original function.
- (2) The interest shall be scrapped under the responsibility of the Assured (or Subsidiary Company), any part of which shall not be used.

In no case shall the liability of the Company under this clause exceed JPY XX (or equivalent to other currencies) per any one accident and JPY XX (or equivalent to other currencies) in the aggregate during the period from XX to XX in each year. These limits shall be counted with Inland Marine Cargo Policy of each local country.



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SPECIAL REPLACEMENT CLAUSE (Air Freight) (A478)

101.07.06(101)新產水發字第 0548 號函備查

SPECIAL REPLACEMENT CLAUSE (Air Freight) (A478)

- (A) In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.
- (B) In case where a part or parts of an insured machine or other manufactured item consisting of more than one part, which have been transported by overseas vessel and land conveyance to the destination named in the contract of insurance, are damaged by a peril covered by this insurance and replacement or repaired part(s) are supplied by air, the air freight including incidental charges shall be recoverable under this insurance provided such air transport is made for the sole purpose of preventing or alleviating further damage or for any other purposes which this company admits to be inevitable.
- (C) The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.



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INLAND STORAGE EXTENSION CLAUSE (XX days) (A479)

101.07.06(101)新產水發字第 0549 號函備查

INLAND STORAGE EXTENSION CLAUSE (XX days) (A479)

Notwithstanding anything contained herein to the contrary, this insurance (excepting coverage against War Risks) continues while the goods are stored (including receiving inspection & repacking) at the Consignee's or other final warehouse or place of storage at the destination named in the Policy (including while in storage in the Custom House or intermediate warehouse) for (XX) days.

In no case, however, shall the period of cover after completion of discharge overseas of the goods from the overseas vessel at the final port of discharge named in the policy extend beyond (XX) days.



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SPECIAL CLAUSE FOR CUSTOMER-SUPPLIED MATERIALS (A480)

101.07.06(101)新產水發字第 0550 號函備查

SPECIAL CLAUSE FOR CUSTOMER-SUPPLIED MATERIALS **(A480)**

If the cargo which includes customer-supplied materials is damaged by the risk covered by this policy and the assured shall be assumed the indemnity liability against the customer, this company covers the Assured's indemnity liability.

When this company calculates insurance coverage, this company applies the rate on the Assured's Invoice to the customer-supplied materials.



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SPECIAL CLAUSE FOR INSPECTION CHARGE (A481)

101.07.06(101)新產水發字第 0551 號函備查

SPECIAL CLAUSE FOR INSPECTION CHARGE (A481)

Notwithstanding anything contained herein to the contrary, it is understood and agreed that in case of damage, or if the Insured reasonably suspects damage may exist, to the cargo insured under this policy, it is hereby noted and agreed that this insurance covers cost and /or expense for assorting, inspecting (including attendance of engineer(s) for inspection.), testing and shipping the goods to designated testing facility and/ or re-shipping to the original destination covered by this policy, even though no damage is detected by such inspection or testing etc.

And also In case where a part or parts of the interest are assumed to be damaged by a peril insured against under this insurance, this insurance covers the charges that the Assured is obliged to ship the replacement goods by air urgently.

The Insurer's liability under this Clause is limited to amount insured or US\$XX. – or equivalent in other currencies per any one accident apart from the insured value and amount of insured goods, whichever shall be lower.

In no case, however the Survey charge for loss or damage that may give rise to a claim under the terms and conditions of this policy is included above cost and / or expense.



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SPECIAL CLAUSE FOR SURVEY FEE (A482)

101.07.06(101)新產水發字第 0552 號函備查

SPECIAL CLAUSE FOR SURVEY FEE (A482)

Survey fee paid by the Assured shall be recoverable, even if it proved that no cargo claim occurred or the cargo claim shall not be recoverable under this policy.



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SPECIAL CLAUSE FOR SECONDHAND MACHINERY (A483)

101.07.06(101)新產水發字第 0553 號函備查

SPECIAL CLAUSE FOR SECONDHAND MACHINERY (A483)

This Company shall not be liable to indemnify the Assured in respect of any loss of or damage to the Secondhand Machinery arising from its own defect, fault, wear and tear, gradual deterioration and/or erosion or corrosion which have existed in such Secondhand Machinery prior to the commencement of the period of insurance.

In case of entirely destruction or impossible of restoration for the Secondhand Machinery caused by a peril under this Policy, in no case shall the liability of this Company exceed either

(1)the amount of obtained after deducting the value of depreciation from the Replacement Cost(the cost which is necessary to replace it with new machinery of the same kind and capacity) for the subject-matter insured was damaged

or

(2)the price of purchase by the Assured for the subject-matter insured was damaged which shall be higher.

Provided always that in no case shall the liability of this Company exceed the insured value of the subject-matter insured.



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SPECIAL CLAUSE FOR STORAGE &OR PROCESSING (applying to Singapore, Malaysia, Taiwan) (A484)

101.07.06(101)新產水發字第 0554 號函備查

SPECIAL CLAUSE FOR STORAGE &OR PROCESSING (applying to Singapore, Malaysia, Taiwan) (A484)

It is specially understood and agreed that this insurance (War and Strikes risks are subject to their respective Institute Clauses or similar clauses) shall continue until delivered to the warehouse of place of storage and/or factory, and continues during the period of storage, assembling, processing and continues until delivered the final destination wherever the Insured have an insurable interest.

Notwithstanding anything contained herein to the contrary, the Insurer shall not be liable for any claim in respect of loss of or damage to the goods hereby insured caused by or resulting from

- (1)breakdown or stoppage of machinery used in process, caused by any kind of foreseeable or expected accident (ordinary wear and tear, gradual deterioration, intentional shutdown, planned or reschedule shutdown, and strikes or other work stoppage etc.)
- (2) faulty design, material defective, inherent vice or nature of the insured interest,
- (3)gross negligent work in process attributed to the Insured,
- (4)stain or scratch damage occurred in connection with processing, unless caused by fire,
- (5)insolvency or financial default of the manufacturer other than the Insured,
- (6)quarantine or other similar acting by the governmental authority,
- (7)mysterious disappearance and/or inventory loss.



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ESCALATION CLAUSE (A485)

101.07.06(101)新產水發字第 0555 號函備查

ESCALATION CLAUSE (A485)

1. Notwithstanding anything contained herein to the contrary, this company accepts the increasing and decreasing of Limit of liability at specified locations on this policy without additional premium.
2. The change of Limit of liability shall apply same increasing or decreasing percentage.
3. This request shall be done by Assured with unavoidable reason.
4. When the Assured requests, this request shall be sent by letter.
5. Revised limit of liability shall effects AM0:00 of 7th day counted from the receipt of above letter.
6. This company can request Assured same as above transaction.
7. The upper limit of increasing shall be as follows and whichever comes lower.
Increasing Percentage: XX% of Limit of Liability at the location
Limit of Liability: JPY XX. (Or equivalent to other currency*)
*Exchange Rate: Average Rate of last year(4-3)
8. If Assured requests additional increasing exceeding above upper limit, Additional premium shall be necessary.
9. The matter which is not described in this clause shall be applied to Institute Cargo Clause and other clause applied to this policy.



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F.O.B., F.A.S., C&F SALES (A486)

101.07.06(101)新產水發字第 0556 號函備查

F.O.B., F.A.S., C&F SALES (A486)

This insurance is extended to cover shipments sold by the Assured on F.O.B., F.A.S., Cost and Freight or similar terms whereby the Assured is not obligated to furnish marine insurance. This policy attaches subject to its terms and conditions and continues until goods are loaded on board the overseas vessel or until the Assured's interest ceases, whichever shall first occur. These shipments will be valued per the terms and conditions of **BASIS OF VALUATION.**



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NON-CONTAINERIZED SHIPMENTS (A487)

101.07.06(101)新產水發字第 0557 號函備查

NON-CONTAINERIZED SHIPMENTS (A487)

Non-containerized shipments stowed on deck an ocean vessel under an on-deck bill of lading are insured as per the terms and conditions of Institute Cargo Clauses(X) CL.254.



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RETURNED AND/OR REFUSED SHIPMENTS (A488)

101.07.06(101)新產水發字第 0558 號函備查

RETURNED AND/OR REFUSED SHIPMENTS (A488)

Shipments returned and/or shipments refused by consignee are held covered continuously, subject to the terms and conditions of ICC (X), until disposed of by the Assured by return to a point of shipment or otherwise; provided, however, the goods and/or merchandise are properly packed for the return voyage.



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SMALL CLAIMS CLAUSE (A489)

101.07.06(101)新產水發字第 0559 號函備查

SMALL CLAIMS CLAUSE (A489)

It is agreed that the Assureds can file a direct claim against the Company without need of the presentation of a survey report for any case where the claimed amount is less than USDXX or its equivalent in another currency.

The following documents / information are to be supplied:

- Bill of Lading/Airway bill/information are to be supplied;
- Commercial Invoice;
- Claim against Carrier or Warehouseman;
- Any indication that a loss has occurred, (i.e. statement of claim from the Assured or their Consignee, copy of a delivery receipt with exceptions or customer credit memo).



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**USED &/or SECOND-HAND &/and RETURN CARGO CLAUSE
(ALL RISK) (A490)**

101.07.06(101)新產水發字第 0560 號函備查

**USED &/or SECOND-HAND &/and RETURN CARGO CLAUSE (ALL
RISK) (A490)**

It is hereby understood and agreed that the insured used &/or second-hand &/or return cargo are insured subject to the original insuring conditions. However, goods and/or merchandise to be returned must be properly packed for the return voyage.



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STOCKTHRUPUT ENDORSEMENT (A491)

101.07.06(101)新產水發字第 0561 號函備查

STOCKTHRUPUT ENDORSEMENT (A491)

1. Effective as agreed and in consideration of premiums as agreed, this Contract, subject to all its terms and conditions not in conflict with this Endorsement, is extended to cover the Assured's inventory, excluding fixed assets, while situated at the list of Locations Approved by This Company as attached herein..
2. These Assurers shall be liable for no more than the limit of liability per location.
3. An accurate record shall be kept by the Assured of all property covered by this Endorsement and such record shall be open to the inspection of any authorized representative of this Company.
4. This insurance remains in full force whilst the goods assured are under any process but in no case shall extend to cover damage thereto solely caused by such a process.
5. In case of loss or damage to goods covered by this insurance, the basis of determining the amount of this Company's liability shall be:
 - (a) RAW MATERIALS: Valued at replacement cost;
 - (b) WORK IN PROCESS: Valued at replacement cost of raw materials plus labor expended at date and time of loss.
 - (c) FINISHED GOODS: Valued at selling price at date and time of loss less any discounts and/or unincurred expenses
6. Coverage under this Endorsement excludes:
 - (a) Loss resulting from any dishonest action or acts committed alone or in collusion with others, by any employees of the Assured or their agents, whether or not such acts are committed during regular business hours;
 - (b) Any unexplained loss, mysterious disappearance, or loss or shortage disclosed in taking inventory;
 - (c) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils assured against in this Contract; however, subject to the foregoing and all provisions of this Contract, direct loss by fire resulting from nuclear radiation or radioactive contamination is insured against by this Contract;
 - (d)
 - i. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of such government, power, authority or forces;
 - ii. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

- iii. Insurrection, rebellion, revolution, civil war, usurped power, action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (e) Risks excluded by the Clause Paramount Nuclear Exclusion Clause contained in this Contract.
 - (f) **With respect to California locations only, this endorsement does not cover loss or damage to stock insured hereunder resulting from earthquake, landslide, or subsidence and any insured peril arising therefrom.**
7. Each claim for loss or damage shall be adjusted separately and from the amount of the claim, as adjusted, there shall first be deducted the sum of \$ XX any one loss or occurrence; except for
- (a) loss or damage to stock caused by or resulting from any earth movement, including but not limited to earthquake, landslide, or subsidence whether or not caused by, resulting from, or contributed to loss or damage of the type insured hereunder each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of XX Percent of the Loss subject to a minimum deductible of \$XX any one loss or occurrence. This deductible applies separately to each earth movement occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for earth movement. All earth movement that occurs within any XX hour period will constitute a single earth movement. The expiration of this Policy will not reduce the XX hour period.
 - (b) loss or damage to stock caused by or resulting from flood meaning waves, tide or tidal water and rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water, whether driven by wind or not, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of XX Percent of the Loss subject to a minimum deductible of \$XX any one loss or occurrence. This deductible applies separately to each flood occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for flood.
 - (c) loss or damage to stock caused by or resulting from the direct action of wind including substance driven by wind, each claim shall be adjusted separately and from the amount of the claim, there shall first be deducted the sum of XX Percent of the Loss subject to a minimum deductible of \$XX any one loss or occurrence. This deductible applies separately to each wind occurrence. We will then pay the amount of loss or damage in excess of the deductible up to the applicable limit of insurance for wind.
8. The Assured shall, as soon as practicable, report to this Company every loss or damage which may become a claim under this Endorsement.
9. No suit, action or proceeding for the recovery of any claim under this Endorsement shall

be sustainable in any court of law or equity unless the same be commenced within XX months next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this Contract is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted by the laws of such State to be fixed herein.

10. This Contract does not attach to or become insurance upon property herein described which, at the time of any loss, is otherwise insured until the liability of such other insurance has been exhausted, and shall thence cover only such loss or damage as may exceed the amount due from such other insurance (whether valid or not and whether collectible or not) after application of any contribution, co-insurance, average or distribution or other conditions contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits set forth herein.
11. This entire insurance shall be void if the Assured or his agent has concealed or misrepresented in writing or otherwise any material facts or circumstances concerning this insurance or the subject thereof, or if the Assured, or his agent, shall make any attempt to defraud this company either before or after a loss.
12. For the purpose of this insurance "location" is defined as any building, tank, dock, pier, bulkhead (or group thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall not be less than fifty feet wide, (for the purposes of this definition any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative).
13. It is understood and agreed that, in the event of cancellation of the contract to which this endorsement is attached, the insurance provided for hereunder shall terminate immediately upon such cancellation, and no claim for loss or damage arising after such date shall be recoverable hereunder.
14. Limits Of Liability and List of Locations Approved by This Company **As attached.**
15. Special Conditions

It is understood and agreed that any new location with stock values exceeding \$XX. but below \$XX. will be adjusted at an annual rate .10 on a daily pro-rate basis. New location with stock values in excess of \$XX. will be adjusted at the rate determined by Underwriters.



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MACHINERY AND EQUIPMENT (A492)

101.07.06(101)新產水發字第 0562 號函備查

MACHINERY AND EQUIPMENT (A492)

In case of loss or damage to any part of a machinery or other article, consisting when complete for sale or use of several parts, Insurers (if liable therefore under the terms of this insurance) shall only be liable for the proportion of the Insured value applicable to the part or parts lost or damaged or, at the Assured's option, for the cost and expense of replacing, the part or parts lost or damage (including forwarding charges and duty) and labour and installation charges necessary or restore the damaged machine or article to its condition at time of shipment.



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RETURN SHIPMENT (A493)

101.07.06(101)新產水發字第 0563 號函備查

RETURN SHIPMENT (A493)

In the event of refusal or inability of the Assured or other consignee to accept delivery of goods or merchandise insured hereunder, this insurance is extended to cover the returned voyage of such shipments subject to the original insured value and insuring conditions. This insurance is also extended to cover the re-export or re-import voyage provided that the goods or merchandise insured hereunder is merchantable and fit for the purpose of selling or buying.



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OPEN TOP AND OR FLAT CONTAINER SHIPMENT AND OR ON DECK SHIPMENT (A494)

101.07.06(101)新產水發字第 0564 號函備查

OPEN TOP AND OR FLAT CONTAINER SHIPMENT AND OR ON DECK SHIPMENT (A494)

It is hereby agreed that the insured goods loaded on open-top and /or flat container is insured at the same conditions but excluding R. O. D unless caused by perils insured. It is hereby agreed that the insured good loaded on deck is insured at the same conditions but excluding the risk of rust, oxidation, and discoloration howsoever caused.



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SPECIAL CLAUSE TO BENEFIT THE ASSURED'S EMPLOYED NAMED OIL LORRIES ON INSURER'S SUBROGATION CLAIM (A495)

101.07.06(101)新產水發字第 0565 號函備查

SPECIAL CLAUSE TO BENEFIT THE ASSURED'S EMPLOYED NAMED OIL LORRIES ON INSURER'S SUBROGATION CLAIM (A495)

It is mutually agreed between the parties that, where the Assured's employed herein-named oil lorries-"Fu Ming Transportation Co.,Ltd. "and "Fu Da Transportation Co., Ltd. " are liable to cause loss of and or damage to the subject-matter insured , and thus likely giving rise to insurer's subsequent subrogation claim against the lorries after insurance payment, the insurers have no objection to such a concession that the scope of the subrogation claim against aforesaid lorries is limited to half of the lorry's legal liability per occurrence / per lorry whilst delivering the chemical cargo in liquid by oil lorry at the discharge port to the Assured's final factory.



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LOADING AND UNLOADING CLAUSE (A496)

101.07.06(101)新產水發字第 0566 號函備查

LOADING AND UNLOADING CLAUSE (A496)

This insurance is extended to include all loading and unloading risks. "Loading", at point of origin, and "unloading", at point of arrival, during transit are deemed to be part of the ordinary process of transit.



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SPECIAL CLAUSE TO COVER INLAND TRANSIT IN TAIWAN ON CIF BASIS FOR IMPORT (A497)

101.07.06(101)新產水發字第 0567 號函備查

SPECIAL CLAUSE TO COVER INLAND TRANSIT IN TAIWAN ON CIF BASIS FOR IMPORT (A497)

It is agreed that, whilst the subject-matter insured is on CIF or similar trade terms basis for import, the insured transit is to cover all risks of the inland transit in Taiwan commencing from unloading the cargo on the conveyance at Airport/Port in Taiwan to complete unloading the cargo at Assured's warehouse (or their designated warehouse) in Taiwan, provided when the Assured has insurable interest on the cargo.



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GOODS PURCHASED BY THE ASSURED ON “CIF” OR SIMILAR TERMS(APPLYING TO NON-BULK CARGO ONLY) (A498)

101.07.06(101)新產水發字第 0568 號函備查

GOODS PURCHASED BY THE ASSURED ON “CIF” OR SIMILAR TERMS(APPLYING TO NON-BULK CARGO ONLY) (A498)

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, Underwriters are to be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Assurers and/or other parties.



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SPECIAL AGREEMENT ON IMPORTED SECOND-HAND MACHINERY (A499)

101.07.06(101)新產水發字第 0569 號函備查

SPECIAL AGREEMENT ON IMPORTED SECOND-HAND MACHINERY (A499)

The Assured's imported second-hand machinery is to be covered by ICC (X) and the basis of valuation is based on price stated in the Assured's sale of goods contract or invoice value, plus 10%.

With regards to movement of machinery and/or equipment, it is understood and agreed that coverage is extended to terminate only when placed on the footprint including hoisting, loading and unloading.

Due to above, the Assured is to provide pre-shipment survey report to this Company for reference.

INLAND CARGO TRANSIT INSURANCE CLAUSES (A) (A500)

102.09.06(102)新產水發字第 0382 號函備查

INLAND CARGO TRANSIT INSURANCE CLAUSES (A)

DURATION

Duration

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

RISKS COVERED

2. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Risks Covered Clauses 3 below.

EXCLUSIONS

Exclusion

3. In no case shall this insurance cover
- 1.1 loss damage or expense attributable to willful misconduct of the Assured
 - 1.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 1.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured
 - 1.4 loss damage or expense caused by carrying the subject-matter insured in violation of the Highway Traffic Regulation.
 - 1.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 1.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 1.7 loss damage or expense arising from insolvency or financial default of the carriers
 - 1.8 loss damage or expense arising from war civil revolution rebellion insurrection, or civil strife arising therefrom, or resulting from strikes, riots or civil commotions
 - 1.9 loss damage or expense arising, directly or indirectly, from
 - ① ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ② the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - ③ any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

REPRESENTATION OBLIGATION

Representation

Obligation

- 4 At the time a contract is concluded by the applicant, if, where the applicant has made concealment intentionally, or made nondisclosure through fault or made misrepresentation, such concealment, nondisclosure or misrepresentation is sufficient to alter or diminish the estimation of the insurer upon the risk to be taken, the insurer may rescind the contract. The same rule applies after the risk has occurred, but, however, which is not applicable that the applicant or the insured is able to prove that the loss occurred is not attributed to his representation or misrepresentation.

IMPORTANT CLAUSE OF CLAIM

Of Claim

5. Once being privy to the loss, the Assured should act with reasonable dispatch in all circumstances within their control, and pay attention to the followings :
- ① to immediately advise the insurer together with providing all the related documentation required by the insurer.
 - ② to keep well the first site and the damaged cargo where the loss found / occurred
 - ③ to take all proper steps to locate the missing / pilferaged cargo
 - ④ immediately the loss is found to be caused by malicious conduct, it is imperative to call the police authorities so as to pursue the fact legally.

MINIMISING LOSSES

Minimising

Losses

6. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder (a) to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and (b) to ensure

that all rights against carriers, bailers or other third parties are properly preserved and exercised.
 And the Underwriters will , in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

DOCUMENTATION OF CLAIMS

7. To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available Documentation supporting documents without delay, including when applicable :
- ① Original policy or certificate of insurance. Of Claims
 - ② Invoice, Packing List or Weight List
 - ③ Carriage Contract or related documentation to verify the carriage of goods
 - ④ Damage / Discrepant Report
 - ⑤ Survey Report or other documentation to prove the extent of loss
 - ⑥ Discharge Record and Weight List at final Destination
 - ⑦ Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.
 - ⑧ Other documentation in relation to claims

WAIVER CLAUSE

8. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause

CONSTRUCTIVE TOTAL LOSS

9. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. Constructive Total Loss

PAIR AND SET CLAUSE

10. Where any insured item consists of articles in pair or set this Policy will not pay more than the value of any particular part or parts which may be lost without reference to any special values which such article or articles may have as part of such pair or set, nor more than a proportionate part (of the insured value) of such pair or set. Pair and Set Clause

REPLACEMENT CLAUSE

11. In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Replacement Clause
- Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

LABEL CLAUSE

12. In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and rebelling the goods. Label Clause

BENEFIT OF INSURANCE

13. This insurance shall not inure to the benefit of the carrier or other bailer. Benefit of Insurance

LOSS OF SUBROGATION

14. In case, by reason of occurrence of the damage or loss for which the insurer shall bear insurance liability, the insured has a right of claim for compensation against a third party, the insurer may, after paying the amount of indemnity, exercise, by subrogation, the right of claim of the assured against the third party; however, that the amount he may claim for is, as a limit, not to exceed the amount of indemnity. Loss of Subrogation
- Where the insurer exercises the aforesaid subrogation right, the assured is obliged to assist the insurer for this purpose for which any expense thus incurred by the assured shall be paid by the insurer.

DOUBLE INSURANCE

15. In case of double insurance , whilst this policy is recoverable subject to the terms and conditions of this insurance and where the assured is also entitled to claim subject to other property insurance policies ,each insurer shares pro rata only the obligation as the sum insured of this policy bears to the total sum insured of all aforesaid policies. Double Insurance

LAW AND PRACTICE

16. This insurance is subject to local law and practice. Law and Practice

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (All Risks) (A501)

102.09.06(102)新產水發字第 0383 號函備查

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (All Risks)

1 May 1996

This policy is extended to cover Overland Transportation Cargo insurance on the following provisions:

1. Scope of Cover

This insurance covers Overland Transportation All Risks as specified in the policy according to the provisions and exclusions hereunder.

Overland Transportation All Risks

This insurance covers all risks of physical loss of or damage to the subject-matter insured caused by accident in the course of transportation.

2. Exclusions

This insurance does not cover

- (1) loss, damage or expense attributable to wilful misconduct of the Assured
- (2) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- (3) loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured ('packing' here shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- (4) loss, damage or expense caused by inherent vice or nature of the subject-matter insured.
- (5) loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- (6) loss, damage or expense arising from insolvency or financial default of the owners, managers, charters or operators of the craft or land conveyance
- (7) loss, damage or expense arising from
 - unseaworthiness of craft or land conveyance
 - unfitness of craft, land conveyance, container or liftvan where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein.
- (8) loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, capture, seizure, arrest, restrain, detainment or derelict weapons of war
- (9) loss damage or expense resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

3. Commencement and Termination of Cover

This insurance attaches from the time the subject-matter insured leaves the Consignor's warehouse or place of storage at the place of shipment named in the policy for the commencement of the transportation, continues during the ordinary course of transportation including incidental transit by craft and terminates either

- (1) at the time the subject-matter insured arrives at the Consignee's warehouse at the destination named in the policy,
or
- (2) on the expiry of 60 days from the time the subject-matter insured leaves the Consignor's warehouse,
whichever shall first occur.

FLOOD DAMAGE EXCLUSION CLAUSE IN THAILAND (A502)

102.09.06(102)新產水發字第 0384 號函備查

FLOOD DAMAGE EXCLUSION CLAUSE IN THAILAND

Notwithstanding anything contained herein to the contrary, the insurers shall not be liable for any claim for loss damage or expense directly or indirectly caused by or attributable to or arising from or resulting from flood and/or inundation while in storage including manufacturing &/or processing &/or distribution &/or allocation in Thailand other than in the ordinary course of transit stipulated in the Transit Clause of Institute Cargo Clauses (XX) X/X/XX or Institute Cargo Clauses (XX) X/X/XX.

PACKING CLAUSE (A503)

102.09.06(102)新產水發字第 0385 號函備查

PACKING CLAUSE

In the event of claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, Assurers hereby agreed that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the Assured's privity or knowledge. For the purpose of this clause "packing shall be deemed to include stowage in a Container and/or other similar inter-modal methods of unit load.



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INSURANCE AVERAGE CLAUSE(A504)

102.09.06(102)新產水發字第 0386 號函備查

INSURANCE AVERAGE CLAUSE

It is declared that if the property insured shall at the time loss or damage occurs be collectively of greater value than the sum insured hereon, then the Insured shall be considered as being his own Insured for the difference, and shall bear a rateable proportion of the loss accordingly.

託運人利益保險條款(A505)

102.09.06(102)新產水發字第 0387 號函備查

託運人利益保險條款

一、承保航程：

本保險之效力自貨物離開被保險人之倉庫或儲存處所開始，並繼續有效至下列兩種情況下終止，其中並包括貨物於港口倉庫等待裝船期間之風險(惟以XX天為限)。

- (A) 若貿易條件為CIF 或C&I 時，直到貨物離開任何台灣港口之海關倉庫或最後儲存處所，或
- (B) 若貿易條件為FOB 或C&F 時，直到貨物裝載於任何台灣港口之指定船舶上為止。

二、承保範圍：

本保險承保所有因意外事故發生所引起被保險標之物之毀損滅失。惟以下除外事項引起之毀損滅失，不在本保險承保範圍之內。

三、除外事項：

- (A) 無法使用或市場價格之損失。
- (B) 因運送遲延或貨物本質或因有瑕疵引起之毀損滅失。
- (C) 包裝不固或積載不當引起之毀損滅失。
- (D) 無法舉証之損失。
- (E) 因為被保險標之物之特性致重量減輕、腐化、發酵、生鏽、褪色、異味、蟲鼠咬損或自燃者。
- (F) 貨物存放於倉庫或其他建築物之損失，但正常運送途中必須之暫時儲存不在此限。
- (G) 被保險人故意或重大過失所致之毀損滅失。
- (H) 被保險人或其受雇人於執行職務時，因違法行為，無照駕駛或因酒類或藥劑影響所致之毀損滅失。
- (I) 運送工具超速、超載或違反交通法規引起之毀損滅失。
- (J) 由於敵人侵略、戰爭(不論宣戰與否)、類似戰爭行為、叛亂、內戰、強力霸佔或被徵用、軍事演習或訓練、不論直接或間接所致之毀損滅失。
- (K) 由於罷工、暴動、民眾騷擾或類似行為以及恐怖份子或具有政治動機者之活動所致之毀損滅失或費用。
- (L) 由於原子反應或原子輻射或輻射污染，不論直接或間接所致之毀損滅失。



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Output Replacement (A506)

102.07.08 (102)新產水發字第 665 號函備查

Where any Property Insured consists of equipment, machinery or plant having a measurable function, capability or output and if, by reason of the Basis of Settlement Clause, it is necessary to replace such property with a new item or items which perform a similar function or functions, then the Basis of Settlement for such property shall be as follows:

- (a) Where any property is to be replaced by an item or items which have the same or a lesser total function, capability or output, then the Basis of Settlement is the new installed cost of such replacement item or items that would give the same total function, capability or output as the property being replaced.
- (b) Where any property is to be replaced by an item or items (including cost of foundations) which have a greater total function, capability or output and the new installed cost of such replacement item or items is no greater than the replacement value of the property being replaced, then the Basis of Settlement is the new installed cost of the replacement item or items.
- (c) Where any property is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement value of the Damaged property, then the Basis of Settlement is the greater of the reinstatement value of the property or that proportion of the new installed cost of the replacement item or items which the output of the Damaged property bears to the output of the replacement item or items.

Provided that the amount payable shall not be of lesser value than the new installed cost of such replacement item or items that would give the same total function, capability or output as the property being replaced.

Provided always that where any Damaged property may be properly repaired, the Insurers shall pay the cost of restoration of such Damaged property to a condition substantially the same as (but not better or more extensive than) its condition when new and the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay if such property had been totally destroyed.



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Cost of Compiling Records and Claim Preparation Clause (A507)

102.07.08(102)新產水發字第 673 號函備查

Notwithstanding anything contained to the contrary contained in the policy. It is hereby declared that this policy extends to include the reasonable and necessary costs of materials and labour used or expended by the insured up to a limit of liability of stated in the schedule with the Assurer's consent in producing and certifying any records, information, evidence or such other proofs as may be required by the Insurer under the terms and condition of this policy to substantiate any claim. This limit of Liability hereunder is USD _____ - per occurrence and annual aggregate.



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EXHIBITION RISK (A508)

102.09.06(102)新產水發字第 0388 號函備查

EXHIBITION RISK

The insurance extended to cover ____ day's (From _____ , _____ , _____ TO _____ , _____ , _____)
fire, theft & pilferage risks while the subject-matter insured in store at _____ site of
exhibition at _____.



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操作條款(A509)

102.09.06(102)新產水發字第 0872 號函備查

操作條款

承保拍攝期間(XXX/XX/XX 至 XXX/XX/XX)因火災，爆炸，水漬，地震，煙燻，及非人為事故所引起之滅失(含偷竊)但人為之故意,操作不當所引起之損失不在此限。

INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post) 1/1/09 (A510)

103.01.17(103)新產水發字第 1332 號函備查

1/1/09

INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post) 1/1/09

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter

insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against

3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. In no case shall this insurance cover loss damage or expense caused by

4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

4.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

4.3 derelict mines torpedoes bombs or other derelict weapons of war.

5. In no case shall this insurance cover loss damage or expense

5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

5.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

6. 6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,

6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

6.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,

or

7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

Change of Transit

8. 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

9. 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subjectmatter insured at the time of the loss.

9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a

place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

11. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

12. 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

12.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

13. This insurance

13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

13.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

14.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

14.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

15. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

16. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

17. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post) 1/1/09(A511)

103.01.17(103)新產水發字第 1333 號函備查

INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
 - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.8 any claim based upon loss of or frustration of the transit or adventure
 - 3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. 4.1 This insurance
 - 4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
and
 - 4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless,
subject to prompt notice to the Insurers and to an additional premium, such insurance
 - 4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
and
 - 4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge

- or arrival of the aircraft at a substituted place of discharge,
whichever shall first occur.
- 4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subjectmatter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
- 4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,
or
- 4.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.
- 4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches
- 4.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.
- 4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)
Change of Transit
5. 5.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary I nsurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
- 10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
Waiver
11. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

13. This insurance is subject to English law and practice.

NOTE:- Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.



地址：台北市104建國北路二段15號 電話：(02)2507-5335
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INSTITUTE WAR CLAUSES (Sendings by Post) (1/3/09) (A512)

103.01.17(103)新產水發字第 1334 號函備查

INSTITUTE WAR CLAUSES (Sendings by Post) (1/3/09)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter
- Insured 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 any claim based upon loss of or frustration of the voyage or adventure
- 3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to Clause 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

BENEFIT OF INSURANCE

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

8. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

9. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

10. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

11. This insurance is subject to English law and practice.

INSTITUTE STRIKES CLAUSE (AIR CARGO) 1/1/09(A513)

103.01.17(103)新產水發字第 1335 號函備查

INSTITUTE STRIKES CLAUSE (AIR CARGO) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3 any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
 - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.9 any claim based upon loss of or frustration of the transit or adventure
 - 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and

during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
Termination of Contract of Carriage

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,

or

5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

8.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance

9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

13. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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地址：台北市104建國北路二段15號 電話：(02)2507-5335
免費申訴電話：0800-005-588 理賠專線：0800-789-999
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或至總公司、分公司及通訊處查閱資訊公開說明文件。

Special Clause for Temporary Storage(A514)

103.01.17(103)新產水發字第 1336 號函備查

Special Clause for Temporary Storage

This insurance is extended to cover risks of temporary storage in warehouse or third party warehouse for xxx days after the arrival of the subject-matter insured.

新光產物小三通理賠附加條款 (A515)

103.02.13(103)新產水發字第 115 號函備查

一、茲經雙方約定，當運送方式為小三通運輸，申請理賠時除一般理賠程序外，被保險人須提供下述文件：

(一) 相關事故證明，惟若有其他合理且明顯之證據，足以證明保險標的物係於運輸途中受損者，不在此限；

(二) 若遇貨物遺失、失竊、搶劫或未送達等事故時，須附上事故證明及進口貨物報關單或完稅證明或向當地警方之相關報案證明，否則不予理賠。

二、小三通運輸之港口，係指依「試辦金門馬祖澎湖與大陸地區通航實施辦法」，由交通部報請行政院指定之兩岸通航港口為限。

INSTITUTE COMMODITY TRADES CLAUSES (A) (A516)

Agreed with The Federation of Commodity Associations for the insurance of shipments of Cocoa, Coffee, Cotton, Fats and Oils not in bulk, Hides, Skins and Leather, Metals, Oil Seeds, Sugar (Raw or Refined), and Tea

103.08.12(103)新產水發字第 788 號函備查

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
 - 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10.10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11.11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14.14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

OVERLAND TRANSPORTATION CARGO INSURANCE

CLAUSES – ALL RISKS (TRAIN & TRUCK) (A517)

103.10.22(103)新產水發字第 1075 號函備查

I. Scope of Cover

This insurance is classified into two conditions - Overland Transportation Risks and Overland Transportation All Risks. Where the goods insured hereunder sustain loss or damage, the Insurer shall undertake to indemnify therefor according to the Insured condition specified in the policy and the provisions of these Clauses:

1. Overland Transportation Risks

This insurance covers:

- (1) Total or partial loss of or damage to the insured goods caused in the course of transportation by natural calamities - windstorm, lightning, earthquake, flood etc. or by accidents collision, overturning or derailment of the conveyance, including grounding, stranding, sinking or collision of the craft in case crafts are employed and/or collapse of tunnel, landslide, fire, explosion etc.
- (2) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under the Policy, provided that such cost shall not exceed the sum insured of the consignment so saved.

2. Overland Transportation All Risks

Aside from the risks covered under the Overland Transportation Risks as above, this insurance also covers all risks of loss of or damage to the insured goods whether partial or total, arising from external causes in the course of transit.

II. Exclusions

This insurance does not cover:

- 3.1 Loss or damage caused by the intentional act or reckless misconduct of the Insured.
- 3.2 Loss or damage falling under the liability of the consignor.
- 3.3 Loss or damage arising from the quality or shortage of the insured goods prior to the attachment of this insurance.
- 3.4 Loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom.
- 3.5 Risks and liabilities covered and excluded by the Overland Transportation Cargo War Risks Clauses and Strike, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

Warehouse to warehouse clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit including incidental transit by craft until the insured goods are delivered to the Consignee's final warehouse or place of storage at the destination named in the Policy or to any

other place used by the Insured for allocation or distribution or fabrication or assembly of the goods.

This insurance shall, however, be limited to sixty (60) days upon arrival of the insured goods at the final station of discharge before the insured goods reach the Consignee's warehouse.

1. IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Insurer reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the

Insurer:

- (1) The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the

Surveyor and/or Settling Agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing.

(2) The Insured shall, and the Insurer may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing a loss or damage thereto.

(3) The following documents should accompany any claim hereunder made against this Company:

Original Policy, Invoice, Packing List, Certificate of Loss or Damage, Survey Report, Statement of Claim. If any third party is

involved, documents relative to pursuing of recovery from such party should also be included.

2. V. The Time of Validity of a Claim

The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the Train/Truck at the Station of the final destination.



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ACCUMULATION CLAUSE (Twice) (A518)

103.10.22(103)新產水發字第 1076 號函備查

Should there be an accumulation of the interests insured hereunder beyond the limit(s) of liability expressed elsewhere in this policy by reason of any interruption of transit or circumstance beyond the control of the Insured's corporate risk manager or equivalent, or by reason of any casualty, or at a transshipping point, or on a connecting conveyance, the Insurer shall, provided notice of such accumulation is given to the Insurer as soon as practicable after it becomes known to the Insured's corporate risk manager or equivalent, hold covered such excess interest and shall be liable for the full amount at risk, but in no event shall the Insurer's liability exceed twice the limit of liability set forth in Sub-Clause.



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CONTROL OF DAMAGED GOODS AND/OR MERCHANDISE AND/OR PROPERTY (A519)

103.10.22(103)新產水發字第 1077 號函備查

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that in case of damage, or if the Insured reasonably suspects damage may exist, to goods and/or merchandise and/or property insured under this policy, the Insured is to retain full and absolute discretion and control over the disposition of all such goods and/or merchandise and/or property. It is understood that the Insured shall be the sole judge as to whether disposal or sale of such goods and/or merchandise and/or property is detrimental to its interest.

Any goods and/or merchandise and/or property which the Insured deems unfit for sale or which it is unable to sell or dispose of under its agreement with any trade association or other entity, shall be treated as a constructive total loss, and the Insured shall dispose of the goods and/or merchandise and/or property to its best advantage with the Insurer being entitled to its share of the net proceeds resulting from such disposition, or the goods and/or merchandise and/or property shall be destroyed after notification to the Insurer and any expenses incurred in connection with such destruction shall be borne by the Insurer. The Insurer shall be given the opportunity to have a representative in attendance during such destruction.



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DUTY, TAXES, ETC. CLAUSE (A520)

103.10.22(103)新產水發字第 1078 號函備查

The Insurer agrees to pay duties, value added taxes (V.A.T.) and other like charges paid by or which become due from Insured with respect to insured goods for which a claim is paid by the Insurer.

The Insured will, in all cases, use reasonable efforts to obtain abatement or refund of duties and other charges paid or claimed in respect of goods lost, damaged or destroyed.



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ERRORS AND OMISSIONS CLAUSE (A521)

103.10.22(103)新產水發字第 1079 號函備查

The Insured shall not be prejudiced by any unintentional delay or omission in the reporting hereunder or any unintentional error in the amount or description of the Interest, Vessel or Voyage, Storage/Warehouse Location or if the subject matter of the Insurance be shipped by any other vessel, if notice be given to the Insurer as soon as practicable after said facts become known to the Insured and deficiency of premium, if any, made good.



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GOODS PURCHASED BY THE INSURED ON "CIF" OR SIMILAR TERMS (A522)

103.10.22(103)新產水發字第 1080 號函備查

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance which is subsequently rendered insufficient insurance coverage, inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, The Insurer is to be subrogated to all rights and remedies of the Insured against the Supplier and/or the Supplier's Insurers and/or other parties if the Insured would have had the right to claim against such suppliers.



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HAND CARRIED GOODS CLAUSES (ALL RISK) (A523)

103.10.22(103)新產水發字第 1081 號函備查

This insurance is extended to cover goods carried by the Insured &/or Insured's employees from any place in the world to the any place in the world against ICC(A / Air) and Overland transportation Cargo Insurance Clause (All Risks).



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LOADING AND UNLOADING CLAUSE (A524)

103.10.22(103)新產水發字第 1082 號函備查

The risk of unloading and loading goods at point of arrival on import and/or inland transit is also extended to cover in this policy as deemed to be in the ordinary course of transit. The risk of loading and unloading goods at point of origin on export and/or inland transit is also extended to cover in this policy as deemed to be in the ordinary course of transit.



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NOMINATED LOSS SURVEYORS CLAUSE (A525)

103.10.22(103)新產水發字第 1083 號函備查

It is noted and agreed that MYI Limited, Taiwan Branch is approved and appointed by the Insurer and Insured to conduct the full processing of claim handling – including loss surveys, loss adjusting, recoveries, and managing the claims data for providing loss prevention recommendations, etc.



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OPEN-TOP AND/OR FLAT CONTAINER SHIPMENT CLAUSE (A526)

103.10.22(103)新產水發字第 1084 號函備查

It is hereby understood and agreed that the insured goods loaded on open-top and/or flat container are insured at the same conditions but excluding R.O.D unless caused by accidental damage.



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PARCEL POST INSURANCE (ALL RISKS) CLAUSE (A527)

103.10.22(103)新產水發字第 1085 號函備查

The Liability of the Insurer commences from the time of registration until delivery of the packages at destination.

Against all risks of physical loss or damage from any external cause whatsoever irrespective of percentage. Including the risks of Theft, Pilferage & Non-delivery subject to the following clauses:

1. It is hereby agreed that this Policy covers the risk of Theft &/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Post Office &/or the Insurer's Agents at the place of destination and a written proof of shortage obtained.
2. It is hereby agreed that this Policy covers the risk of Non-delivery of an entire package for which the liability of the Post Office &/or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods. (Some times it is not the case of non-delivery but the delivery with material in short.)

The Insurer to be entitled to any amount recovered from the Post Office or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by the Insurer in respect of the loss.

In case of loss or damage under this Policy claim must be immediately filed in writing against the Post Office or other carrier, and a copy thereof and of the reply thereto must accompany any claim presented under this Policy.

Post Office Receipt for the registered parcel will be required as proof of case of claim.



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PAYMENT ON ACCOUNT (A528)

103.10.22(103)新產水發字第 1086 號函備查

These Insurers agree that where the claim circumstances submitted demonstrate that only the quantum of the claim is to be agreed, a payment on account will be made equal to the lower of the amounts.



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SUBROGATION / WAIVER CLAUSE (A529)

103.10.22(103)新產水發字第 1087 號函備查

- A. It is agreed that upon payment of any loss, the Insurer are subrogated to all the rights of the Insured to the extent of such payment. The right of subrogation against the Insured's subsidiaries, affiliated or associated companies, joint ventures, partnerships or any other corporations or companies associated with the Insured through ownership or management is waived.
- B. In the event of any payment under this policy and subject to the Insured's contract with the Cargoes' carrier/forwarder, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery therefore. The Insured shall execute all papers required and shall do anything that may be necessary to secure such right.



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SUE AND LABOR CLAUSE (A530)

103.10.22(103)新產水發字第 1088 號函備查

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for The Insured, its factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the goods and/or merchandise and/or property insured hereunder, or any part thereof, without prejudice to this insurance.

The acts of The Insured or The Insurers in recovering, saving and preserving the insured goods and/or merchandise and/or property in case of disaster, shall not be considered a waiver or an acceptance of an abandonment.

This Insurers will pay all such sue and labor expenses subject to the limit of liability set forth elsewhere in this policy.



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VOYAGE CLAUSE (A531)

103.10.22(103)新產水發字第 1089 號函備查

The insurance hereunder attaches from the time the subject matter insured becomes at the Insured's risk or the Insured assumes interest and whilst the subject matter insured is in the normal course of transit, including whilst held as stock (at warehouse or elsewhere as defined herein) and until the Insured's interest finally delivery to Insured's final destined footprint position for installation in the jobsite.

Including any interest held for purpose of consolidation and/or whilst in Customs and during transshipment and craft risks whether customary or otherwise.

Including cover throughout all loading and unloading, lifting, hoisting operations.



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50/50 CLAUSE (A532)

103.10.22(103)新產水發字第 1090 號函備查

In the event of loss of or damage to insured interest which is simultaneously the subject to claims under this Policy and under Non-Marine Insurance Policy being discovered after the risk has terminated under this Policy and after proper investigation, it is not possible to ascertain whether the cause of such loss or damage happened before such termination of the risk thereafter, it is understood and agreed that the insurers hereon shall contribute 50% of the adjusted claim provided that Non-Marine Insurers also agree to contribute 50% such contribution to be without prejudice to subsequent final apportionment as between such insurers insurer thereon.



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COST OF COMPILING RECORDS AND CLAIM PREPARATION CLAUSE (A533)

103.10.22(103)新產水發字第 1091 號函備查

The insurance under this item is to cover such reasonable professional fees as may be payable by the Insured to their financial advisors (including but not limited to fees for accountants, Loss Adjusters, insurance brokers and valuers appointed by the Insured), and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation, proving and/or verification of claims made by the Insured under this Endorsement and the Insurers shall further indemnify the Insured for the costs of arbitration if incurred and such reasonable fees and expenses, salaries, wages and overheads of the Insured's employees, which shall be deemed to be part of such other reasonable expenses. This limit of Liability hereunder is USD_____per occurrence.

INLAND CARGO TRANSIT CLAUSES (A) (A534)

103.12.24(103)新產水發字第 1255 號函備查

1. Duration

This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit, continues during the ordinary course of transit and terminates on completion of unloading after delivery to the consignee's or other final warehouse or place of storage at the destination named herein.

2. Risks Covered

This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clause 3 below.

3. Exclusions

In no case shall this insurance cover

- (1) loss damage or expense attributable to willful misconduct of the Assured.
- (2) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
- (3) loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured.
- (4) loss damage or expense caused by disobedience of the Assured to traffic regulations about stowage of the subject-matter insured.
- (5) loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- (6) loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
- (7) loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.
- (8) loss damage or expense caused by war, civil war, revolution, rebellion, insurrection, strikes, riots, civil commotions and any terrorist or any person acting from a political motive.
- (9) loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Benefit of Insurance

This insurance shall not inure to the benefit of the carrier or other bailee.

5. Duty of the Assured

- (1) It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
 - a. to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - b. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- (2) Measures taken by the Assured or the Underwriters with the object of saving, protecting, or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

6. Avoidance of Delay

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

7. Law and Practice

This insurance is subject to law and practice of the Republic of China.



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ACCUMULATION CLAUSE (A535)

103.12.24(103)新產水發字第 1256 號函備查

The limit of liability expressed herein shall not apply in the event of accumulation of shipments in one port or place during transit due to circumstances outside the Insured's control.

Underwriters agree to cover the excess amount up to the full value at risk, provided notice should be given in all such cases as soon as known to the Insured, but in no event shall liability exceed double the limits of liability expressed herein.



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CONCEALED DAMAGE CLAUSE (A536)

103.12.24(103)新產水發字第 1257 號函備查

It is understood and agreed that in respect of shipments insured hereunder which are received at destination but not unpacked, this Policy is extended to cover losses arising from perils insured against while in transit, which are not ascertained until the opening of the packages, provided such opening occurs not later than Ninety days after arrival at destination and, in the absence of proof to the contrary, such losses are to be considered as having occurred during the voyage covered under this Policy.

It is further agreed by the Insured that any package showing signs of damage on arrival shall be inspected immediately and normal claims procedure adopted.

Nothing contained herein, however, shall be construed to extend the coverage elsewhere provided herein.



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F.O.B. ENDORSEMENT (A537)

103.12.24(103)新產水發字第 1258 號函備查

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise sold on F.O.B., F.A.S., or similar terms whereby marine insurance is affected by the buyer. This insurance attaches from commencement of transit at the Assured's plant or other place of shipment and terminates when the assured's interest ceases but not later than the time the goods and/or merchandise are laden on board the vessel, or at time of transfer of title, whichever shall first occur.

This insurance includes any lighterage, and for not exceeding Twenty-One days while held at terminals, on wharves, piers, docks, quays, storage barges, boats and lighters while awaiting loading on board the vessel or held covered at an additional premium if required, provided prompt notice is given the Company.

This insurance, however, is not to attach as respects any goods and/or merchandise if, at the time of loss or damage, there is any other insurance which would attach if the coverage provided under the endorsement had not been effected, except that this insurance shall apply only as excess and in no even as contributing insurance and then only after all other insurance has been exhausted. Nevertheless, any direct loss sustained by the assured otherwise recoverable hereunder shall be advanced as a loan without interest repayable out of any recovery the assured may receive out of such other insurance.

INLAND CARGO TRANSIT CLAUSES (C) (A538)

103.12.24(103)新產水發字第 1259 號函備查

1. Duration

This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit, continues during the ordinary course of transit and terminates on completion of unloading after delivery to the consignee's or other final warehouse or place of storage at the destination named herein.

2. Risk Covered

This insurance covers loss of or damage to the subject-matter insured reasonably attributable to, except as provided in Clause 3 below.

- (1) Fire, lighting, or explosion
- (2) Overturning, derailment of land conveyance or collision
- (3) Collapsing or breaking down of road, railroad, tunnel, bridge, or overpass

3. Exclusions

In no case shall this insurance cover

- (1) Loss damage or expense caused by rain, snow, hail, typhoon, flood, earthquake, pilferage and robbery.
- (2) Total loss or partial loss to the subject-matter insured by any action in bad intention caused by anyone
- (3) loss damage or expense attributable to willful misconduct of the Assured.
- (4) loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured.
- (5) loss damage or expense caused by disobedience of the Assured to traffic regulations about stowage of the subject-matter insured.
- (6) loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- (7) loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
- (8) loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.
- (9) loss damage or expense caused by war, civil war, revolution, rebellion, insurrection, strikes, riots, civil commotions and any terrorist or any person acting from a political motive.
- (10) loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Benefit of Insurance

This insurance shall not inure to the benefit of the carrier or other bailee.

5. Duty of the Assured

- (1) It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
 - a. to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - b. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- (2) Measures taken by the Assured or the Underwriters with the object of saving, protecting, or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party

6. Avoidance of Delay

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

7. Law and Practice

This insurance is subject to law and practice of the Republic of China.



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HOISTING RISK CLAUSE – ALL RISKS (A539)

103.12.24(103)新產水發字第 1260 號函備查

“Hoisting” means a continuous act of moving the insured interest from the ground to the conveyance or a higher place, or from a higher place to the conveyance or the ground by crane.



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SECONDHAND REPLACEMENT CLAUSE (A540)

103.12.24(103)新產水發字第 1261 號函備查

Where goods lost or damaged are secondhand, this policy is only to pay such proportion of the cost of repair or replacement plus charges for forwarding and refitting, if incurred, as the insured value bears to the goods when new based on present values, subject to the terms, clauses and conditions of this policy, provided always that in no case shall the liability of the Underwriters exceed the insured value of the lost or damaged articles.

Warranted that the interest insured is of standard design, in current production, and that spare parts are readily available from Manufacturers and/or Suppliers.



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HOISTING RISKS CLAUSE (C) (A541)

103.12.24(103)新產水發字第 1262 號函備查

This insurance is extended to cover Hoisting of the subject matter. Coverage under this extension is restricted to breakage of sling/arm or collapse of stand/crane or falling down to the ground or accidental crash/bump/hit/impact during the process of hoisting subject to the following:

Warranted that hoisting operation to be carried out by professional contractor/crane operator and under the supervision of the surveyor appointed by the assured.

Excluding any loss of or damage occasioned by the weight of a load exceeding the lifting capacity of the hoisting machine.



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IMPORTANT (A542)

103.12.24(103)新產水發字第 1263 號函備查

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.



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PAIR AND SET CLAUSE (A543)

103.12.24(103)新產水發字第 1264 號函備查

It is understood and agreed that the loss of or damage to any one item of the goods and/or merchandise and/or property insured under this policy which consist of items in a pair or set, shall constitute a total loss of such pair or set.



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HAND CARRIED GOODS CLAUSE (A544)

103.12.24(103)新產水發字第 1265 號函備查

This insurance is extended to cover goods carried by the Insured &/or Insured's employees with limit up to \$50,000. from any place in the world to the any place in the world against ICC(A/AIR) Clause.



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DUTY, TAXES, ETC. CLAUSE (A545)

103.12.24(103)新產水發字第 1266 號函備查

In addition to the limit(s) of liability set forth elsewhere in the policy, the Assured agreed to pay duties, value added taxes (V.A.T.) and other like charge paid by or which become due from Assured with respect to insured goods for which a claim is paid by The Assurer.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties and other charges paid or claimed in respect of goods lost, damaged or destroyed.



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CARE, CUSTODY AND CONTROL CLAUSE (A546)

103.12.24(103)新產水發字第 1267 號函備查

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Policy is extended to indemnify the Assured against all sums which the Assured shall become legally liable to pay as compensation for accidental damage to goods in the care, custody of or under the control of the Assured during transit and temporary storage.



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PERSONAL EFFECTS CLAUSE (A547)

103.12.24(103)新產水發字第 1268 號函備查

This Open Policy automatically covers personal effects belonging to the Insured's employers and/or employees while being carried from the consignor's premises to the consignee's premises subject to ICC(A/AIR) /Inland Transit Clause (A) and War, SRCC, Door to Door. In the event of claim, the Insured shall submit a shipping document on which the name and value of each and every item are stated of the shipment insured. In no case the Insurer's liability exceed \$50,000. per any one occurrence.



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SHIPPING EXPENSES CLAUSE (A548)

103.12.24(103)新產水發字第 1269 號函備查

This insurance is extended to cover the necessary Extra Expense for related shipping expense replacement of damaged goods and/or merchandise which may be incurred as a result of a loss under the terms and conditions of this policy. In no event shall the Underwriter be liable the insured value of the complete item which is no more than \$50,000, as respects the extra expense for any one replacement shipment.



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NOMINATED SURVEYOR CLAUSE (A549)

103.12.24(103)新產水發字第 1270 號函備查

The following company has been nominated to be the loss surveyor in this policy.

- [McLarens International](#)

TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009 (A550)

103.12.24(103)新產水發字第 1271 號函備查

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 as per the transit clauses contained within the contract of insurance,
or
1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,
or
1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

- 2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.



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SWEAT & HEATING CLAUSE (A551)

103.12.24(103)新產水發字第 1272 號函備查

To cover risks of sweat, heating and wetting occurring during the course of transit arising from sudden change of temperature or breakdown of ventilation of the carrying conveyance subject to a sub-limit of \$500,000.



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INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

(FOR USE ONLY WITH INSTITUTE CLAUSES) (A552)

103.12.24(103)新產水發字第 1273 號函備查

It is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.



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EXHIBITION ENDORSEMENT (A553)

103.12.24(103)新產水發字第 1274 號函備查

This policy is extended to cover All Risk of physical loss or damage to the insured property while located at exhibits anywhere in the world prior to exhibition, while on exhibition and during preparation for return or ongoing shipment for the period as arranged.



SHINKONG INSURANCE

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REFRIGERATED CARGO CLAUSE (A554)

103.12.24(103)新產水發字第 1275 號函備查

Whilst the goods hereby insured are stowed in Refrigeration Chambers of the conveyance &/or in Refrigerated Containers carried on board the conveyance named herein, this insurance is extended to cover all loss or damage due to or caused by derangement or breakdown of the refrigerating machinery &/or refrigerating plant &/or insulation for a period of at least ____ (____) consecutive hours.

Claims recoverable hereunder shall be payable irrespective of percentage.

It is warranted by the Assured:

That the interest insured hereunder is in good condition at the commencement of the risk.

That no claim for loss &/or damage shall attach unless notice be given to the Agents of this Company immediately on the first discovery of any loss of &/or damage to or deterioration of any part of the interest hereby insured and arrangement made for survey and the amount of depreciation agreed prior to the removal of the interest. Where this Company has no Agents at or near the place where the loss occurred, the loss must be reported to Lloyd's Agents, and their certificate must be presented to this Company or its Settling Agents as proofs of the loss.

That claim shall be immediately filed in writing against the interest insured hereunder being condemned on or after arrival shall in no case exceed the sound market value, less usual charges, or the insured amount whichever may be the smaller.

That no adjustment charges shall be incurred unless with the written consent of this Company or its Agents who shall not be liable for survey fees other than those of their own surveyor.



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OTHER INSURANCE (A555)

104.03.04(104)新產水發字第 199 號函備查

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Open Policy be insured by any fire or other insurance policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

新光產物陸上貨物運送保險(甲) (B001)

100.03.17(100)新產水發字第 188 號函備查

第一條：保險期間

本保險期間，自保險標的物為啟運而離開本保險單所記載啟運地之倉庫或儲存處所之時開始，經通常之運送路程，以迄運抵保險單載明之目的地交付予收貨人時為止。

第二條：承保範圍

本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任；但下列第三條所列事項除外。

第三條：除外事項

本保險對下列事項不負賠償責任：

- 1、由於被保險人之故意行為所致之毀損滅失或費用。
- 2、保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
- 3、由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
- 4、由於貨物裝載違反道路交通安全規定所致之毀損滅失或費用。
- 5、由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
- 6、直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
- 7、由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
- 8、由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
- 9、直接或間接由於下列原因引起或所致之毀損滅失責任或費用。
 - (1) 任何核子燃料、核子廢料或核子燃料燃燒所生之電離輻射或輻射污染。
 - (2) 任何核子設施，反應器或其他核子裝置或其核組件之輻射、有毒、爆炸或其他為害或污染物質。
 - (3) 任何使用原子或核子分裂，融合或其他類似反應，輻射力或輻射物質之戰爭武器。

第四條：告知義務

要保人於訂立契約時，若有故意隱匿，或因過失遺漏，或為不實之說明，足以變更或減少保險人對危險之估計者，保險人得解除契約，其危險發生後亦同，但要保人或被保險人證明危險之發生未基於其說明或未說明之事實時，不在此限。

第五條：求償注意事項

被保險人於知悉發生損失時，在其所能控制之一切情況下，應作合理而迅速之處理，並注意下列事項：

- 1、立即通知保險人並儘速提供保險人所需之有關資料。
- 2、保留現場及被毀損保險標的物之原狀。
- 3、採取一切適當步驟追索被竊或遺失之貨物。

4、 於遭受惡意破壞時，立即通知治安單位，查明事實依法追訴。

第六條：被保險人之義務

要保人或被保險人及其受僱人及其代理人對保險標之物之損害，應盡下列義務

(1) 應採取避免或減輕損害之適當措施；及

(2) 對於運送人、受託人或其他第三人之一切求償權利應以書面適當保全及行使。

保險人同意除本保險可得之任何損害賠償外，對於被保險人為履行上述義務所作適當、合理支出之一切費用另予補償。

第七條：求償文件

為使理賠手續迅速處理，被保險人或其代理人應儘速提供下列有關文件：

1、 保險單正本。

2、 發票、裝貨清單或重量清單。

3、 運送契約或相關之運送文件。

4、 事故證明。

5、 公證報告或其他有關毀損滅失程度之證明文件。

6、 最終目的地之卸貨紀錄與重量清單。

7、 就有關毀損或滅失之賠償責任與運送人或其他關係人之往來函件。

8、 其他索賠所需之相關文件。

第八條：放棄條款

被保險人或保險人為救助、保護或回復保險標之物所採取之措施，不得視為對委付之放棄或承諾，或影響任何一方當事人之權益。

第九條：推定全損條款

除非被保險標之物實際全損顯已不可避免，或因其回復、整修及運往保險單載明目的地之費用將超過其到目的地時之價值而委付者，被保險人不得以推定全損請求賠償。

第十條：成套成組條款

任何一套或一組保險標之物遇有部份毀損或滅失時，保險人之賠償責任僅以該毀損部份對整套或整組標之物之合理比例為限，被保險人不得以推定全損請求賠償。

第十一條：重置條款

保險標之物因承保危險致使其一部份遭受毀損或滅失時，其賠償金額以所發生有關該受損部份修換費用、運費及再裝置費用為限，若有加付關稅之損失，則僅在保險金額已包括全部關稅之情況下始能獲得賠償。

無論在任何情況下，保險人之責任以不超過該保險標之物之保險金額。

第十二條：標籤條款

遇有危險事故發生致使標之物之標籤或包裝有所毀損時，保險人之賠償責任僅以重貼或重裝該標籤或包裝之費用為限。

第十三條：不得受益條款

運送人或其他受託人不得享有本保險之權益。

第十四條：代位求償條款

保險人於給付賠償金額後，得就其所賠償金額之範圍內，對該項損失負有賠償

責任之第三人行使代位求償權。

保險人行使前項權利時，被保險人有義務協助保險人辦理，所需費用則由保險人負擔。

第十五條：複保險條款

凡保險人依照本保險單之規定應負賠償責任時，被保險人如有其他財產保險契約可賠付者，則保險人僅按本保險單保險金額對所有保險單保險金額之總和負比例分攤之責。

第十六條：法令及慣例

本保險以中華民國保險法及有關法令及慣例為依據。

新光產物陸上貨物運送保險(乙) (B002)

83.12.14 台財保字第 831522372 號函核准(公會版)

96.08.31 依據行政院金融監督管理委員會 95.09.01 金管保二字第 09502522257 號令修訂

第一條：保險期間

本保險期間，自保險標的物為啟運而離開本保險單所記載啟運地之倉庫或儲存處所之時開始，經通常之運送路程，以迄運抵保險單載明之目的地交付予收貨人時為止。

第二條：承保範圍

本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任：

- 1、火災或爆炸。
- 2、運輸工具之翻覆、出軌或意外碰撞。
- 3、公路、鐵路、隧道、橋樑及其他交通設施發生傾坍。

第三條：除外事項

本保險對下列事項不負賠償責任：

- 1、颱風、洪水、海嘯、地震、閃電、火山爆發所致之毀損滅失或費用。
- 2、由於任何人之惡意行為對保險標的物全部或部份之毀損或破壞。
- 3、保險標的物於正常運送中單獨與外物碰撞所致之毀損滅失或費用。
- 4、由於被保險人之故意行為所致之毀損滅失或費用。
- 5、保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
- 6、由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
- 7、由於貨物裝載違反道路交通安全規定所致之毀損滅失或費用。
- 8、由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
- 9、直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
- 10、由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
- 11、由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
- 12、直接或間接由於下列原因引起或所致之毀損滅失責任或費用。
 - (1) 任何核子燃料、核子廢料或核子燃料燃燒所生之電離幅射或幅射污染。
 - (2) 任何核子設施，反應器或其他核子裝置或其核組件之幅射、有毒、爆炸或其他為害或污染物質。
 - (3) 任何使用原子或核子分裂，融合或其他類似反應，幅射力或幅射物質之戰爭武器。

第四條：告知義務

要保人於訂立契約時，若有故意隱匿，或因過失遺漏，或為不實之說明，足以變更或減少保險人對危險之估計者，保險人得解除契約其危險發生後亦同，但要保人或被保險人證明危險之發生未基於其說明或未說明之事實時，不在此限。

第五條：求償注意事項

被保險人於知悉發生損失時，在其所能控制之一切情況下，應作合理而迅速之處理，並注意下列事項：

- 1、立即通知保險人並儘速提供保險人所需之有關資料。
- 2、保留現場及被毀損保險標的物之原狀。

第六條：被保險人之義務

要保人或被保險人及其受僱人及其代理人對保險標的物之損害，應盡下列義務：

- (1) 應採取避免或減輕損害之適當措施；及
- (2) 對於運送人、受託人或其他第三人之一切求償權利應以書面適當保全及行使。

保險人同意除本保險可得之任何損害賠償外，對於被保險人為履行上述義務所作適當、合理支出之一切費用另予補償。

第七條：求償文件

為使理賠手續迅速處理，被保險人或其代理人應儘速提供下列有關文件：

- 1、保險單正本。
- 2、發票、裝貨清單或重量清單。
- 3、運送契約或相關之運送文件。
- 4、事故證明。
- 5、公證報告或其他有關毀損滅失程度之證明文件。
- 6、最終目的地之卸貨記錄與重量清單。
- 7、就有關毀損或滅失之賠償責任與運送人或其他關係人之往來函件。
- 8、其他索賠所需之相關文件。

第八條：放棄條款

被保險人或保險人為救助、保護或回復保險標的物所採取之措施，不得視為對委付之放棄或承諾，或影響任何一方當事人之權益。

第九條：推定全損條款

除非被保險標的物實際全損顯已不可避免，或因其回復、整修及運往保險單載明目的地之費用將超過其到達目的地之價值而委付者，被保險人不得以推定全損請求賠償。

第十條：成套成組條款

任何一套或一組保險標的物遇有部份毀損或滅失時，保險人之賠償責任僅以該毀損部份對整套或整組標的物之合理比例為限，被保險人不得以推定全損請求賠償。

第十一條：重置條款

保險標的物因承保危險致使其一部份遭受毀損或滅失時，其賠償金額以所發生有關該受損部份修換費用、運費及再裝置費用為限，若有加付關稅之損失，則僅在保險金額已包括全部關稅之情況下始能獲得賠償。無論在任何情況下，保險人之責任以不超過該保險標的物之保險金額。

第十二條：標籤條款

遇有危險事故發生致使標的物之標籤或包裝有所毀損時，保險人之賠償責任僅以重貼或重裝該標籤或包裝之費用為限。

第十三條：不得受益條款

運送人或其他受託人不得享有本保險之權益。

第十四條：代位求償條款

保險人於給付賠償金額後，得就其所賠償金額之範圍內，對該項損失負有賠償責任之第三人行使代位求償權。

保險人行使前項權利時，被保險人有義務協助保險人辦理，所需費用則由保險人負擔。

第十五條：複保險條款

凡保險人依照本保險單之規定應負賠償責任時，被保險人如有其他財產保險契約可賠付者，則保險人僅按本保險單保險金額對所有保險單保險金額之總和負比例分攤之責。

第十六條：法令及慣例

本保險以中華民國保險法及有關法令及慣例為依據。



地址：台北市104建國北路二段15號 電話：(02)2507-5335
免費申訴電話：0800-005-588 理賠專線：0800-789-999
要保人可透過本公司網站<http://www.skinsurance.com.tw>
或至總公司、分公司及通訊處查閱資訊公開說明文件。

保險費延緩交付附加條款-(甲式) (B003)

97.05.07(97)新產精發字第 970278 號函備查

保險費延緩交付附加條款-(甲式)

1. 茲應要保人(或被保險人)之要求，本公司同意本保險契約保險費延自保險責任開始之日起至遲三十日內收清，並先行簽交保險單。
2. 倘要保人(或被保險人)未能在前項約定延緩期間內付清保險費，或所交付票據未能於延緩期間內兌現時，本公司即以書面通知要保人自延緩期滿之翌日起終止契約，其在有效期間之應收保險費仍應計收。
3. 本附加條款亦適用於本保險契約所載保險費以外之增加或附加保險費。