

# 第一產物貨物運輸保險

免費申訴電話：0800-288-068 51.09.07 (70) 台財錢發第 05978 號  
「96 年 8 月 31 日依行政院金融監督管理委員會 95 年 9 月 1 日金管保二字第 09502522257 號修正」

1/1/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE CARGO CLAUSES (A)

### RISKS COVERED

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|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 1 | This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.                                                                                                                                                                                                                                                                                         | Risks<br>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<br>Average<br>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<br>Blame<br>Collision"<br>Clause |

### EXCLUSIONS

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|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 4 | In no case shall this insurance cover                                                                                                                                                                                                                                                                                                                                          | General<br>Exclusions<br>Clause                                 |
|   | 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                                                                                                                                                                                                                                                                                     |                                                                 |
|   | 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 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.                                                                                                                                                                                                  |                                                                 |
| 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. | Unseaworth-<br>iness<br>and<br>Unfitness<br>Exclusion<br>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<br>Exclusion<br>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 torpedoes bombs or other derelict weapons of war.                                                                                                                                                                                                                                                                                                           |                                                                 |
| 7 | In no case shall this insurance cover loss damage or expense                                                                                                                                                                                                                                                                                                                   | Strikes<br>Exclusion<br>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	<p>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 overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.</p> <p>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.</p> <p>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, 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>	Transit Clause
9	<p>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></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,</p> <p>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>	Termination of Contract of Carriage Clause
10	<p>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>	Change of Voyage Clause
<b>CLAIMS</b>		
11	<p>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>	Insurable Interest Clause
12	<p>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.</p> <p>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>	Forwarding Charged Clause
13	<p>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>	Constructive Total Loss Clause
14	<p>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: 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>	Increased Value Clause

## 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  
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

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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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1/1/82 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE CARGO CLAUSES (B)

### RISKS COVERED

- 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 reasonably attributable to Risks Clause  
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 liftvan 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.
- 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

4	In no case shall this insurance cover	General Exclusions Clause
	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	
	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 charterers or operators of the vessel	
	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 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, 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 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
	8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	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	
	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 overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.	
	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.	

*(Continued)*

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| 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,<br>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

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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 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.<br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Insurable Interest 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.<br>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 Charged 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.<br>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.<br>14.2 Where this insurance is on Increased Value the following clause shall apply:<br>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.<br>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

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| 15 | 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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| 16 | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder<br>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,<br>and<br>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised<br>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

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| 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 |
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#### LAW AND PRACTICE

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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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1/1/82

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INSTITUTE CARGO CLAUSES (C)**RISKS COVERED**

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|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 1 | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,<br>1.1 loss of or damage to the subject-matter insured reasonably attributable to<br>1.1.1 fire or explosion<br>1.1.2 vessel or craft being stranded grounded sunk or capsized<br>1.1.3 overturning or derailment of land conveyance<br>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water<br>1.1.5 discharge of cargo at a port of distress<br>1.2 loss of or damage to the subject-matter insured caused by<br>1.2.1 general average sacrifice<br>1.2.2 jettison | Risks<br>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<br>Average<br>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<br>Blame<br>Collision”<br>Clause |

**EXCLUSIONS**

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|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 4 | In no case shall this insurance cover<br>4.1 loss damage or expense attributable to wilful misconduct of the Assured<br>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured<br>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)<br>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured<br>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)<br>4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel<br>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<br>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. | General<br>Exclusions<br>Clause                                |
| 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.<br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Unseaworth-<br>ness<br>and<br>Unfitness<br>Exclusion<br>Clause |
| 6 | In no case shall this insurance cover loss damage or expense caused by<br>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power<br>6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat<br>6.3 derelict mines torpedoes bombs or other derelict weapons of war.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | War<br>Exclusion<br>Clause                                     |

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|---|----------------------------------------------------------------------------------------------------------------------|-----------|
| 7 | In no case shall this insurance cover loss damage or expense                                                         | Strikes   |
|   | 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | Exclusion |
|   | 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions                                | Clause    |
|   | 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 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     |
|    | 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,                                                                                                                                                                                                                                                                                                                                                                                                                       | Clause      |
|    | 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                                                                                                                                                                                                                                                                                                                                                                                 |             |
|    | 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 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 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 |
|    | 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,                                                                                                                                                                                                                                                                                                       | of Contract |
|    | or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | of Carriage |
|    | 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.                                                                                                                                                                                                                                                                                                    | 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    |
|    | 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.                                                                                                              | Interest     |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                           | 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. | Forwarding   |
|    | 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.                                                                                                                                | Charged      |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                           | 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. Increased Value Clause
- 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.

#### 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.
- 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

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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.*

## 貨物運輸險

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### 條款(A)

#### 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

生係為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

險人得自備費用為被保險人對該賠償要求提出抗辯。

#### 四、一般不保條款

本保險不承保下列各項損失或費用：

- (一) 得歸責於被保險人的故意過失引起的損害或費用。
- (二) 被保險標之物之正常的滲漏，正常的失重或失量，或正常的耗損。
- (三) 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。  
(本條款所謂的包裝包括在貨櫃或貨箱裝載內之裝置，但以此種裝置於本保險開始前或由被保險人或其受僱人完成者為限)
- (四) 被保險標之物之固有瑕疵或本質引起的損害及費用。
- (五) 主因為遲延所引起的損害或費用，包括由承保之危險引起的遲延在內。  
(依第二條共同海損條款可予賠付的費用則不在此限)
- (六) 由於船舶之船東、經理人、租船人或營運人的破產或積欠債務引起的損害或費用。
- (七) 任何使用原子或核子武器或其類似武器引起被保險標之物之損害或費用。

#### 五、不適航及不適運不保條款

- (一) 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箱的不適安全運送原因引起被保險標之物之損害或費用，而此種不適航或不適運原因於被保險標之物裝載之時為被保險人或其受僱人已知情者。
- (二) 除為被保險人或其受僱人已知情的不適航或不適運原因外，保險人放棄任何違反載運船舶應具備適航能力及適運條件運送被保險標之物至目的地的默示保證規定。

#### 六、戰爭危險（兵險）不保條款

本保險不承保下列危險事故引起的損害或費用：

- (一) 因戰爭內戰革命叛亂顛覆，或其引起之內爭，或任何由於交戰國或對抗交戰國武力之敵對行為。
- (二) 因捕獲扣押拘留禁止或扣留（海上劫掠除外），及因上述危險或任何上述危險威脅企圖之結果。
- (三) 遺棄的水雷魚雷炸彈或其他遺棄戰爭武器。

#### 七、罷工不保條款

本保險不承保下列危險事故引起的損害或費用：

- (一) 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。
- (二) 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。
- (三) 因任何恐怖主義份子或任何人的政治動機引起者。

#### 八、運輸條款

- (一) 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. 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
  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) 通常運輸過程以外之儲存，或

- (2) 分配或分送。或
- (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。

- (二) 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。
- (三) 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遲延，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，除非經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收之保險費，本保險單方得繼續有效至下述情形之一時為止：

- (一) 迄至貨物在該港或該地出售交付後為止，或如無特別之協定，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。
- (二) 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商保險費及保險條件之前提下，本保險仍繼續有效。

### 十一、保險利益條款

- (一) 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。
- (二) 依據上項規定，雖然損失發生於保險契約簽訂之前，除非被保險人已知該損失發生而保險人不知情者，被保險人仍有權要求賠償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險人因被保險標的物之卸載及轉運至目的地之正當與合理發生的額外費用。

本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受僱人的過失疏忽破產或積欠債務所引起的費用在內。

### 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

單載明之目的地的費用，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

(一) 若被保險人在本保險項下承保之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給保險人。

(二) 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之保險金額之證明給保險人。

### 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有。

### 十六、被保險人義務條款

被保險人及其受僱人及代理人對於可自本保險獲償之損失，應履行下列之義務：

(一) 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

(二) 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。

### 十八、合理迅速處置條款

被保險人在其所能控制的一切情形下，應作合理迅速之處置，為本保險之必要條件。

### 十九、英國法律及慣例條款

本保險悉依照英國法律及慣例辦理。

## 條款 (B)

### 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。

(一) 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. 火災或爆炸。

2. 船舶或駁船的擱淺觸礁沉沒或傾覆。

3. 陸上運輸工具的傾覆或出軌。

4. 船舶或駁船或運輸工具與除水以外的外在任何物體之碰撞或觸撞。

5. 在避難港之卸貨。
  6. 地震火山爆發或雷閃。
- (二) 因下列危險事故引起被保險標之物之滅失或毀損：
1. 共同海損的犧牲。
  2. 投棄或波浪掃落。
  3. 海水湖水或河水之侵入船舶駁船封閉式運輸工具貨櫃貨箱或儲貨處所。
- (三) 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

生係為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

險人得自備費用為被保險人對該賠償要求提出抗辯。

## 四、一般不保條款

本保險不承保下列各項損失或費用：

- (一) 得歸責於被保險人的故意過失引起的損害或費用。
- (二) 被保險標之物之正常滲漏、正常的失重或失量、或正常的耗損。
- (三) 被保險標之物之不良或不當包裝或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，但以此種裝置於本保險開始前或由被保險人或其受僱人完成者為限)。
- (四) 被保險標之物之固有瑕疵或本質引起的損害或費用。
- (五) 主因為遲延引起的損害或費用。包括承保之危險引起的遲延在內(依第二條共同海損條款可予賠付的費用則不在此限)。
- (六) 由於船舶之船東、經理人、租船人或營運人的破產或積欠債務引起的損害或費用。
- (七) 任何人員的不法行為引起被保險標之物之全部或部份蓄意性的損害或毀損。
- (八) 任何使用原子或核子武器或其類似武器引起被保險標之物之損害或費用。

## 五、不適航及不適運不保條款

- (一) 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箱的不適安全運送之原因引起被保險標之物之損害或費用，而此種不適航或不適運原因於被保險標之物裝載之時為被保險人或其受僱人已知情者
- (二) 除為被保險人或其受僱人已知情的不適航或不適運原因外，保險人放棄任何違反載運船舶應具備適航能力及適運條件運送被保險標之物至目的地的默示保證規定。

## 六、戰爭危險(兵險)不保條款

本保險不承保下列危險事故引起的損害或費用：

- (一) 因戰爭內戰革命叛亂顛覆，或其引起之內爭，或任何由於交戰國或對抗交戰國武力之敵對行為。

- (二) 因捕獲扣押拘留禁止或扣留，及因上述危險或任何上述危險威脅企圖之結果。
- (三) 遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

## 七、罷工不保條款

本保險不承保下列危險事故引起的損害或費用：

- (一) 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。
- (二) 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。
- (三) 因任何恐怖主義份子或任何人的政治動機引起者。

## 八、運輸條款

- (一) 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. 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
  - 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) 通常運輸過程以外之儲存，或
    - (2) 分配或分送。或
    - (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。
- (二) 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。
- (三) 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遲延，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。

## 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，除非經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收之保險費，本保險單方得繼續有效
- 至下述情形之一時為止：
- (一) 迄至貨物在該港或該地出售交付後為止，或如無特別之協定，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，不論何種情形以其先發生者為準。
  - (二) 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商保險費及保險條件之前提下，本保險仍繼續有效。

## 十一、保險利益條款

- (一) 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。
- (二) 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損失發生而保險人不知情者，被保險人仍有權要求賠償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險人因保險標的物之卸載及轉運至目的地之正當而合理發生的額外費用。

本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受僱人的過失疏忽破產或積欠債務所引起的費用在內。

## 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

單載明之目的地的費用，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

- (一) 若被保險人在本保險項下承保之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給保險人。

- (二) 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之保險金額之證明給保險人。

## 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有。

## 十六、被保險人義務條款

被保險人及其受僱人及代理人對於可自本保險獲償之損失，應履行下列之義務：

- (一) 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
- (二) 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。

## 十八、合理迅速處置條款

被保險人在其所能控制的一切情形下，應作合理迅速之處置，為本保險之必要條件。

## 十九、英國法律及慣例條款

本保險悉依照英國法律及慣例辦理。

### 條款 (C)

#### 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。

- (一) 可合理歸因於下列危險事故引起被保險標之物之滅失或損害。
  1. 火災或爆炸。
  2. 船舶或駁船的擱淺觸礁或傾覆。
  3. 陸上運輸工具的傾覆或出軌。
  4. 船舶或駁船或運輸工具與除水以外的外在任何物體之碰撞或觸撞。
  5. 在避難港之卸貨。
- (二) 因下列危險事故引起被保險之標之物之滅失或毀損：
  1. 共同海損的犧牲。
  2. 投棄。

#### 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

生係為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的損失。

#### 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

險人得自備費用為被保險人對該賠償要求提出抗辯。

#### 四、一般不保條款

本保險不承保下列各項損失或費用：

- (一) 得歸責於被保險人的故意過失引起的損害或費用。
- (二) 被保險標之物之正常的滲漏、正常的失重或失量、或正常的耗損。
- (三) 被保險標之物之不良或不當包裝或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，但以此種裝置於本保險開始前或由被保險人或其受僱人之完成者為限)
- (四) 被保險標之物之固有瑕疵或本質引起的損害或費用。
- (五) 主因為遲延引起的損害或費用，包括承保之危險引起的遲延在內。(依第二條共同海損條款可予賠付的費用則不在此限)
- (六) 由於船舶之船東、經理人、租船人或營運人的破產或積欠債務引起的損害或費用。
- (七) 任何人員的不法行為引起被保標之物之全部或部份蓄意性的損害或毀損。
- (八) 任何使用原子或核子武器或其類似武器引起被保險標之物之損害或費用。

#### 五、不適航及不適運不保條款

- (一) 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箱的不適安全運送之原因引起被保險標之物之損害或費用，而此種不適航或不適運的原因於被保險標之物裝載之時為被保險人或其受僱人已知情者。

- (二) 除為被保險人或其受僱人已知情的不適航或不適運原因外，保險人放棄任何違反載運船舶應具備適航能力及適運條件運送被保險標的物至目的地的默示保證規定。

## 六、戰爭危險（兵險）不保條款

本保險不承保下列危險事故引起的損害或費用：

- (一) 因戰爭內戰革命叛亂顛覆，或其引起之內爭，或任何由於交戰國或對抗交戰國武力之敵對行為。
- (二) 因補獲扣押拘留禁止或扣留，及因上述危險或任何上述危險威脅企圖之結果。
- (三) 遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

## 七、罷工不保條款

本保險不承保下列危險事故引起的損害或費用：

- (一) 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。
- (二) 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。
- (三) 因任何恐怖主義份子或任何人的政治動機引起者。

## 八、運輸條款

- (一) 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之：
  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
  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) 通常運輸過程以外之儲存。或
    - (2) 分配或分送。或
    - (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。
- (二) 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。
- (三) 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遲延，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。

## 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，除非經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收之保險費，本保險單方得繼續有效至下述情形之一時為止：

- (一) 迄至貨物在該港或該地出售交付後為止，或如無特別之協定，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，不論何種情形以其先發生為準。
- (二) 如貨物在六十天期限以內(或同意延長承保期限內)仍須運送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。

## 十一、保險利益條款

(一) 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。

(二) 依據上項規定，雖然損失發生於保險契約簽訂之前，除非被保險人已知該損失發生而保險

人不知情者，被保險人仍有權要求賠償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險人因被保險標的物之卸載及轉運至目的地之正當而合理發生的額外費。

本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受僱人的過失疏忽破產或積欠債務所引起的費用在內。

## 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

(一) 若被保險人在本保險項下承保之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給保險人。

(二) 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給保險人。

## 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有。

## 十六、被保險人義務條款

被保險人及其受僱人及代理人對於可自本保險獲償之損失，應履行下列之義務：

(一) 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

(二) 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。

### 十八、合理迅速處置條款

被保險人在其所能控制的一切情形下，應作合理迅速之處置，為本保險之必要條件。

### 十九、英國法律及慣例條款

本保險悉依照英國法律及實務慣例辦理。

1/1/63

#### INSTITUTE CARGO CLAUSES (ALL RISKS).

1 1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place  
2  
3 named in the policy for the commencement of the transit continues during the ordinary course of transit and  
4 terminates either on delivery  
5 (a) to the Consignees' or other final warehouse or place of storage at the destination named in the  
6 policy,  
7  
8 (b) to any other warehouse or place of storage, whether prior to or at the destination named in the  
9 policy, which the Insured elect to use either  
10 (i) for storage other than in the ordinary course of transit  
11 or  
12 (ii) for allocation or distribution,  
13  
14 or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured form  
15 the oversea vessel at the final port of discharge,  
16 whichever shall first occur.  
17  
18 If, after discharge overside form the oversea vessel at the final port of discharge, but prior to termination  
19 of this insurance the goods are to be forwarded to a destination other than that to which they are insured hereunder,  
20 this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the  
21 commencement of transit to such other destination.  
22  
23 This insurance shall remain in force (subject to termination as provided for above and to the provisions  
24 of Clause 2 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or  
25 transshipment and during any variation of the adventure arising form the exercise of a liberty granted to  
26 shipowners or charterers under the contract of affreightment.  
27  
28 2 .If owing to circumstances beyond the control of the Insured either the contract of affreightment is  
29 terminated at a port or place other than the destination named therein or the adventure is otherwise terminated  
30 before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to  
31 Insurers and to an additional premium if required, this insurance shall remain in force until either  
32 (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until  
33 the expiry or 60 days after completion of discharge overside of the goods hereby insured form the oversea vessel at  
34 such port or place, whichever shall first occur,  
35  
36 or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to  
37 the destination named in the policy or to any other destination, until terminated in accordance with the provisions  
38 of Clause 1 above.  
39  
40 3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a  
41 separate insurance. The Assured are not to be prejudiced by any agreement exempting lighter-men from liability.  
42  
43 4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the  
44 description of the interest vessel or voyage.  
45  
46 5. This insurance is against all risks of loss of or damage to the subject matter Insured but shall in no case  
47 be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the  
48 subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.  
49  
50 6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonable  
51 abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of  
52 recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed  
53  
54

Transit Claus  
(incorporatin  
Warehouse to  
Warehouse  
Clause).

Termination  
Adventure  
Clause.

Craft, & c.  
Clause.

Change  
Voyage Clau  
All Risks  
Clause.

Constructive  
Total Loss  
Clause.

G.A. Clause.

Seaworthines  
Admitted  
Clause.

55 their value on arrival.

56  
57 7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules  
58 if in accordance with the contract of affreightment.

59 8. The seaworthiness of the vessel as between the Insured and Insurers is hereby admitted.

60  
61 In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the  
62 loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed  
63 without the priority of the Assured.

64  
65 9. It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable for  
66 the purposes of averting or minimizing a loss and to ensure that all rights against carriers, bailees or other third  
67 parties are properly preserved and exercised.

68  
69 10. This insurance shall not inure to the benefit of the carrier or thar bailee.

70 11. This insurance is extended to indemnify the Insured against such proportion of liability under the  
71 contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

72  
73 In the event of any claim by shipowners under the said Clause the Insured agree to notify the  
74 Insurers who shall have the right, at their own cost and expense, to defend the Insured against such claim.

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 cot 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.

**Should Clause No.12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**

13. Warranted free of loss or damage

(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

**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.**

14. It is a condition of this insurance that the Insured 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 Insurers and the right to such cover is dependent upon compliance with this obligation.**

1/1/63

INSTITUTE CARGO CLAUSES (W.A.)

1 1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place  
2 named in the policy for the commencement of the transit continues during the ordinary course of transit and  
3 terminates either on delivery  
4

5 (a) to the Consignees' or other final warehouse or place of storage at the destination named in the  
6 policy,  
7

8 (b) to any other warehouse or place of storage, whether prior to or at the destination named in  
9 the policy, which the Insured elect to use either

10 (i) for storage other than in the ordinary course of transit  
11 or  
12

13 (ii) for allocation or distribution,  
14

15 or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured  
16 form the oversea vessel at the final port of discharge,  
17 whichever shall first occur.  
18

Bailee Clause

Not to Inure Clause.  
"Both to Blame Collision" Clause.

F.C. & S. Clause

F.S.R. & C.C. Clause  
Reasonable Dispatch Clause

Transit Clause (incorporating Warehouse to Warehouse Clause).

19 If, after discharge oversee form the oversea vessel at the final port of discharge, but prior to  
20 termination of this insurance the goods are to be forwarded to a destination other than that to which they are  
21 insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend  
22 beyond the commencement of transit to such other destination.

Termination of  
Adventure  
Clause.

24 This insurance shall remain in force (subject to termination as provided for above and to the provisions  
25 of Clause 2 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment  
26 or transshipment and during any variation of the adventure arising form the exercise of a liberty granted to  
27 shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover  
28 loss damage or expense  
29 proximately caused by delay or inherent vice or nature of the subject matter insured.

31 2. If owing to circumstances beyond the control of the Insured either the contract of affreightment is  
32 terminated at a port or place other than the destination named therein or the adventure is otherwise terminated  
33 before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to  
34 Insurers and to an additional

Craft, & c.  
Clause.

36 premium if required, this insurance shall remain in force until either

Change  
Voyage Clause.  
Average Clause

38 (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed,  
39 until the expiry or 60 days after completion of discharge oversee of the goods hereby insured  
40 form the oversea vessel at such port or place, whichever shall first occur,  
41 or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof)  
42 to the destination named in the policy or to any other destination, until terminated in  
43 accordance with the provisions of Clause 1 above.

Constructive  
Total Loss  
Clause.

44 3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a  
45 separate insurance. The Assured are not to be prejudiced by any agreement exempting lighter-men from liability.

G.A. Clause.

46 4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in  
47 the description of the interest vessel or voyage.

Seaworthiness

48 5. Warranted free from average under the percentage specified in the policy, unless general, or the vessel  
49 or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured  
50 value of any package which may be totally lost in loading, transshipment or discharge, also for any loss of or  
51 damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the  
52 vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to  
53 discharge of cargo at a port of distress.

Admitted  
Clause.

Bailee Clause.

54 This Clause shall operate during the whole period covered by the policy.

Not to Inure  
Clause.

56 6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonable  
57 abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of  
58 recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed  
59 their value on arrival.

"Both to Blame  
Collision"  
Clause.

60 7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp  
61 Rules if in accordance with the contract of affreightment.

F.C. & S. Claus

62 8. The seaworthiness of the vessel as between the Insured and Insurers is hereby admitted.

63 In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that  
64 the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants,  
65 committed without the priority of the Assured.

66 9. It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable  
67 for the purposes of averting or minimizing a loss and to ensure that all rights against carriers, bailees or other  
68 third parties are properly preserved and exercised.

F.S.R. & C.C.  
Clause

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

70 11. This insurance is extended to indemnify the Insured against such proportion of liability under the  
71 contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

72 In the event of any claim by shipowners under the said Clause the Insured agree to notify the  
73 Insurers who shall have the right, at their own cost and expense, to defend the Insured against such claim.

Reasonable  
Dispatch Claus

74 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 cot 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.

**Should Clause No.12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**

13. Warranted free of loss or damage

(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

**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.**

14. It is a condition of this insurance that the Insured 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 Insurers and the right to such cover is dependent upon compliance with this obligation.**

1/1/63

INSTITUTE CARGO CLAUSES (F.P.A.)

1 1. This insurance attaches from the time the goods leave the warehouse or place of storage at the  
2 place named in the policy for the commencement of the transit continues during the ordinary course of  
3 transit and terminates either on delivery

Transit Clause  
(incorporating  
Warehouse to  
Warehouse Clause).

4  
5  
6 (a) to the Consignees' or other final warehouse or place of storage at the destination  
7 named in the policy,

8  
9 (b) to any other warehouse or place of storage, whether prior to or at the destination  
10 named in the policy, which the Insured elect to use either

11  
12 (i) for storage other than in the ordinary course of transit  
13 or

14  
15 (ii) for allocation or distribution,

16 or (c) on the expiry of 60 days after completion of discharge oversea of the goods hereby  
17 insured form the oversea vessel at the final port of discharge,  
18 whichever shall first occur.

19  
20  
21 If, after discharge oversea form the oversea vessel at the final port of discharge, but prior to  
22 termination of this insurance the goods are to be forwarded to a destination other than that to which they  
23 are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall  
24 not extend beyond the commencement of transit to such other destination.

Termination of  
Adventure Clause.

25  
26  
27 This insurance shall remain in force (subject to termination as provided for above and to the  
28 provisions of Clause 2 below) during delay beyond the control of the Insured, any deviation, forced  
29 discharge, reshipment or transshipment and during any variation of the adventure arising form the  
30 exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in  
31 no case be deemed to extend to cover loss damage or expense  
32 proximately caused by delay or inherent vice or nature of the subject matter insured.

Craft, & c. Clause.

33  
34  
35  
36 2. If owing to circumstances beyond the control of the Insured either the contract of affreightment  
37 is terminated at a port or place other than the destination named therein or the adventure is otherwise  
38 terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice  
39 being given to Insurers and to an additional  
40 premium if required, this insurance shall remain in force until either

Change of  
Voyage  
Clause.  
F.P.A. Clause.

41  
42 (i) the goods are sold and delivered at such port or place, or, unless otherwise specially  
43

<p>44 agreed, until the expiry or 60 days after completion of discharge overseide of the goods hereby insured</p> <p>45 form the oversea vessel at such port or place, whichever shall first occur,</p> <p>46</p> <p>47 or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension</p> <p>48 thereof) to the destination named in the policy or to any other destination, until terminated in accordance</p> <p>49 with the provisions of Clause 1 above.</p> <p>50</p> <p>51</p> <p>52 3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be</p> <p>53 deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting</p> <p>54 lighter-men from liability.</p> <p>55</p> <p>56 4. Held covered at a premium to be arranged in case of change of voyage or of any omission or</p> <p>57 error in the description of the interest vessel or voyage.</p> <p>58</p> <p>59 5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but</p> <p>60 notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be</p> <p>61 totally lost in loading, transshipment or discharge, also for any loss of or damage to the interest insured</p> <p>62 which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or</p> <p>63 conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port</p> <p>64 of distress, also to pay special charges for landing warehousing and forwarding if incurred at an</p> <p>65 intermediated port of call or refuge, for which Underwriters would be liable under the standard form of</p> <p>66 English Marine Policy with Institute Cargo Clauses(W.A.) attached.</p> <p>67</p> <p>68 <b>This Clause shall operate during the whole period covered by the policy.</b></p> <p>69</p> <p>70</p> <p>71</p> <p>72</p> <p>73 6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are</p> <p>74 reasonable abandon-</p> <p>75 ed either on account of their actual total loss appearing to be unavoidable or because the cost of</p> <p>76 recovering, recondition-</p> <p>77 ing and forwarding the goods to the destination to which they are insured would exceed their value on</p> <p>78 arrival.</p> <p>79</p> <p>80</p> <p>7. General Average and Salvage Charges payable according to Foreign Statement or to</p> <p>York-Antwerp Rules if in accordance with the contract of affreightment.</p> <p>8. The seaworthiness of the vessel as between the Insured and Insurers is hereby admitted.</p> <p>In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact</p> <p>that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their</p> <p>servants, committed without the priority of the Assured.</p> <p>9. It is the duty of the Insured and their Agents, in all cases, to take such measures as may be</p> <p>reasonable for the purposes of averting or minimizing a loss and to ensure that all rights against carriers,</p> <p>bailees or other third parties are properly preserved and exercised.</p> <p>10. This insurance shall not inure to the benefit of the carrier or thar bailee.</p> <p>11. This insurance is extended to indemnify the Insured against such proportion of liability under</p> <p>the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable</p> <p>hereunder.</p> <p>In the event of any claim by shipowners under the said Clause the Insured agree to notify the</p> <p>Insurers who shall have the right, at their own cost and expense, to defend the Insured against such claim.</p> <p>12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof</p> <p>or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there</p> <p>be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or</p> <p>floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and</p> <p>independently of the nature of the voyage or service which the vessel concerned or, in the case of a</p> <p>collision, any other vessel involved therein, is performing) by a hostile cot by or against a belligerent</p> <p>power ; and for the purpose of this warranty "power" includes any authority maintaining naval, military or</p> <p>air forces in association with a power.</p> <p>Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or</p> <p>civil strife arising therefrom, or piracy.</p>	<p>Constructive Total Loss Clause.</p> <p>G.A. Clause.</p> <p>Seaworthiness Admitted Clause.</p> <p>Bailee Clause.</p> <p>Not to Inure Clause. "Both to Blame Collision" Clause.</p> <p>F.C. &amp; S. Clause</p> <p>F.S.R. &amp; C.C. Clause</p> <p>Reasonable Dispatch Clause.</p>
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**Should Clause No.12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**

13. Warranted free of loss or damage
- (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions:
  - (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

**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.**

14. It is a condition of this insurance that the Insured 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 Insurers and the right to such cover is dependent upon compliance with this obligation.**

1/1/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

**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 General Exclusions Clauses

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 charteres 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 War Exclusion Clause

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 Strikes Exclusion Clause

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 Transit Clause

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

or

5.1.3 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 <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 Contract of Carriage Clause
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, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given the Underwriters</i> .	Change of Transit Clause
<b>CLAIM</b>		
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	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 reasonable 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.	Forwarding Charges Clause
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.	Constructive Total Loss Clause
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, 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
	11.2 <b>Where this insurance is on Increased Valued the following clause shall apply:</b> 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 insurances 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.	
<b>BENEFIT OF INSURANCE</b>		
12	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
<b>MINIMISING LOSSES</b>		
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 insured 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

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

## LAW AND PRACTICE

16 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.*

備查文號：99.01.04 一產水字第 990001 號函備查

1/1/09

## INSTITUTE CARGO CLAUSES (A)

### 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 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 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 overseaside of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseaside 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

11.1.1 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.*

## INSTITUTE CARGO CLAUSES (A)

商品簡介：

承保範圍(或)不保事項

**承保危險**危險

1、除下列第4、5、6及7條除外規定以外，本保險承保被保險標的物一切滅失或毀損之危險。

共同海損

2、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，而其發生係為了避免或有關避免除以下第(四)(五)(六)及(七)條除外條款之任何原因所致之損失。

雙方過失碰撞條款

3、本保險對於被保險人在運送契約之任何「雙方過失碰撞條款」下所肇致之責任，按照本保險單所承保的危險予以理賠。倘船舶運送人依據該條款要求賠償時，被保險人同意通知保險人，保險人得自備費用對該賠償要求提出抗辯。

**除外不保**

4、本保險不承保下列各項損失或費用：

4.1 得歸責於被保險人的故意過失引起的損害或費用。

4.2 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。

4.3 被保險標的物的不良或不當包裝或配置引起的損害或費用，此種包裝或配置已由被保險人或其職員於保險開始生效前已完成，且堪能承受正常運輸過程中之意外事故（本款所

謂的包裝，包括貨櫃內貨物積載，且員工並不包括獨立承攬人）。

4.4 被保險標的物之固有瑕疵或本質引起的損害及費用。

4.5 由於延遲所致的損害或費用，即使該延遲係由承保之危險所致者亦同。（依上述第2條

共同海損條款可予賠付的費用則不在此限）

4.6 當被保險標的物裝載於船舶上時，或依正常業務程序，被保險人知道或應知道破產或債

務積欠將會妨礙正常航行者，由於船舶所有人、經理人、租船人或船舶營運人之破產或債務積所致之損害或費用。

本款不適用於該保險契約已經轉讓給已買入或已同意買入這批被保險標的物善意受讓之

索賠者。

4.7 任何使用原子反應裝置物或核子分裂及或融合或其他類似反應或放射性之武器等直接或

間接所致或引起的損害或費用。

5、

5.1 本保險不承保因下列事故所引起的損害或費用：

5.1.1 載運船舶或駁船的不適航，或載運船舶駁船不適宜安全運載被保險標的物，而此種

不適航或不適運原因於被保險標的物裝載之時為被保險人已知情者。

5.1.2 貨櫃或運輸工具的不適安全運載被保險標的物，而此裝載係發生於保險生效前由被

保險人或其職員所完成，且於裝貨於已知不適載。

5.2 上述5.1.1除外規定不適用於該保險契約已經轉讓給已買入或已同意買入這批被保險標

的物善意受讓之索賠者。

5.3 保險人放棄任何違反載運船舶應具備適航能力及適運條件運送保險標的物至目的地的

默示保證規定。

6、本保險不承保下列危險事故所致的損害或費用：

6.1 因戰爭、內戰、革命、叛亂、顛覆，或其引起之內爭或任何由於交戰國或對抗交戰國武

力之敵對行為。

6.2 因捕獲、扣押、拘留、禁制或扣留（海上劫掠除外），及因上述危險或任何上述危險威脅企圖之結果。

6.3 遺棄的水雷、魚雷、炸彈或其他遺棄戰爭武器。

7、本保險不承保下列危險事故引起的損害或費用：

7.1 因參與罷工、停工、工潮、暴動或民眾騷擾等人員所致者。

7.2 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。

7.3 任何代表人或有關組織因採取以武力或暴力方式，藉以直接推翻或影響不論其是否合法

成立之任何政府組織的任何恐怖主義行為所致者。

7.4 任何人因政治、意識形態或宗教動機行為所致者。

## 保險效力起訖

### 運送條款

8、

8.1 依下列第 11 條規定，本保險從被保險標的物自始擬被運往本保險契約所載明之倉庫或儲

存處所，而其目的係要立即裝上或裝進運送車輛或其他運輸工具而準備起運時開始生

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：

8.1.1 自運送車輛或其他運輸工具完全卸載至本保險契約所載明目的地之最終倉庫或儲存

處所。

8.1.2 自運送車輛或其他運輸工具完全卸載至本保險契約所載明目的地或中途之任何倉庫

或儲存處所，而為被保險人或其員工用作通常運輸過程以外之儲存或分配或分送，或

8.1.3 當被保險人或其員工使用任何運輸車輛或其他運輸工具或任何貨櫃作為通常運輸過

程以外的儲存時，或

8.1.4 至被保險標的物自海輪在最終卸貨港完全卸載後起算屆滿六十天。  
上述四種終止情形，以其先發生者為準。

### 運送契約終止

9、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 8 條規定被保險標的物卸載前終止時，本保險單之

效力亦同時終止，除非經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

應加收之保險費，本保險單方得繼續有效至下述情形之一時為止：

9.1 迄至被保險標的物在該港或該地出售交付後為止，或如無特別之協定，迄至被保險標的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。

9.2 如被保險標的物在六十天期限以內（或同意延長承保期限內）仍須運至保險契約原載之目的地，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。

### 變更航程

10、

10.1 本保險開始生效以後，被保險人事後變更其目的地者，必須立即通知保險人洽妥新費

率與條件；倘在協議達成前發生損失，本保險所能獲得保障，僅限於在合理商業市場

上所允許的保險條件及費率。

10.2 依本保險對被保險標的物起運時所賦予意義而言（依據第8.1條規定），即使被保險人

或其員工並不知該船將駛往其他目的地，本保險仍視為自被保險標的物起運時起保險效

力即已開始。

### 索賠事項

#### 保險利益

11、

11.1 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。

11.2 依據上述第 11.1 條款規定，雖然損失發生於保險契約簽定之前，除非被保險人已知該

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。

### 轉運費用

12、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險人因被保險標的物之卸載、堆存及轉運至目的地而

正當且合理發生的額外費用。

本第 12 條不適用於共同海損或施救費用，並應受前述條款第 4、5、6 及 7 條除外規

定的

限制，及不包括被保險人或其員工的過失、疏忽、破產或積欠債務引起的費用在內。

### 推定全損

13、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

往保險載明之目的地的費用，必將超過其到達目的地之價值者，不得以推定全損請求賠償。

### 增值

14、

14.1 若被保險人在本保險項下之被保險標的物安排了增值保險，則該被保險標的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，整理及運往保險載明之

目的地的費用，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。

14.2 倘本保險係增值保險則必須適用下列條款：

被保險標的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投保同樣

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之保險金額之證明給保險人。

### 保險權益

15、本保險

15.1 承保被保險人，包括代表簽訂保險契約或其授意下之有權索償之人或受讓人。

15.2 不擴大承保或不擴及運送人或其他受託人之利益。

### 減輕損失

#### 被保險人義務

16、被保險人及其職員及代理人對於本保險有關索賠時，對於下列規定事項，為其應負之義務：

16.1 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

16.2 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。

### 放棄

17、被保險人或保險人對於保險標的物採取之施救、防護或回復之各項措施，不得視為委付之放棄或承諾或有損任何一方之權利。

### 避免遲延

18、被保險人在其所能控制的一切情況下，應作合理迅速之處置，為本保險之必要條件。

### 法律與慣例

19、本保險悉依據英國法律及慣例辦理。

附註事項：

倘依據上述第9條「運送契約終止條款」規定，要求繼續承保，或依據第10條「航程變更條

款」而更改運送目的地，被保險人有義務於獲知上情時，應迅即通知保險人，本項要求承保權

**CL382**

**01/01/2009**

1/1/09

## INSTITUTE CARGO CLAUSES (B)

### 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 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 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 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

11.1 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

14.1 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.*

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## INSTITUTE CARGO CLAUSES (B)

商品簡介：

承保範圍(或)不保事項

### 承保危險

#### 危險

1、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。

1.1 可合理歸因於下列危險事故引起被保險標之物之滅失或毀損：

1.1.1 火災或爆炸。

1.1.2 船舶或駁船的擱淺觸礁沉沒或傾覆。

1.1.3 陸上運輸工具的傾覆或出軌。

1.1.4 船舶或駁船或運輸工具與除水以外的外在任何物體之碰撞或觸撞。

1.1.5 在避難港之卸貨。

1.1.6 地震火山爆發或雷閃。

1.2 因下列危險事故引起被保險標之物之滅失或毀損：

1.2.1 共同海損的犧牲。

1.2.2 投棄或波浪掃落。

1.2.3 海水湖水或河水之侵入船舶駁船封閉式運輸工具貨櫃貨箱或儲貨處所。

1.3 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。

#### 共同海損

2、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

，而其發生係為了避免或有關避免除以下第(四)(五)(六)及(七)條除外條款之任何原因

所致之損失。

#### 雙方過失碰撞條款

3、本保險對於被保險人在運送契約之任何「雙方過失碰撞條款」下所肇致之責任，按照本保

險單所承保的危險予以理賠。倘船舶運送人依據該條款要求賠償時，被保險人同意通知保

險人，保險人得自備費用對該賠償要求提出抗辯。

#### 除外不保

4、本保險不承保下列各項損失或費用：

- 4.1 得歸責於被保險人的故意過失引起的損害或費用。
  - 4.2 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。
  - 4.3 被保險標的物的不良或不當包裝或配置引起的損害或費用，此種包裝或配置已由被保險人或其職員於保險開始生效前已完成，且堪能承受正常運輸過程中之意外事故（本款所  
謂的包裝，包括貨櫃內貨物積載，且員工並不包括獨立承攬人）。
  - 4.4 被保險標的物之固有瑕疵或本質引起的損害及費用。
  - 4.5 由於延遲所致的損害或費用，即使該延遲係由承保之危險所致者亦同。（依上述第2條  
共同海損條款可予賠付的費用則不在此限）
  - 4.6 當被保險標的物裝載於船舶上時，或依正常業務程序，被保險人知道或應知道破產或債  
務積欠將會妨礙正常航行者，由於船舶所有人、經理人、租船人或船舶營運人之破  
產或  
債務積所致之損害或費用。  
本款不適用於該保險契約已經轉讓給已買入或已同意買入這批被保險標的物善意受  
讓之  
索賠者。
  - 4.7 任何使用原子反應裝置物或核子分裂及或融合或其他類似反應或放射性之武器等直接或  
間接所致或引起的損害或費用。
- 5、
- 5.1 本保險不承保因下列事故所引起的損害或費用：
    - 5.1.1 載運船舶或駁船的不適航，或載運船舶駁船不適宜安全運載被保險標的物，而此種  
不適航或不適運原因於被保險標的物裝載之時為被保險人已知情者。
    - 5.1.2 貨櫃或運輸工具的不適安全運載被保險標的物，而此裝載係發生於保險生效前  
由被  
保險人或其職員所完成，且於裝貨於已知不適載。
  - 5.2 上述5.1.1除外規定不適用於該保險契約已經轉讓給已買入或已同意買入這批被保  
險標  
的物善意受讓之索賠者。
  - 5.3 保險人放棄任何違反載運船舶應具備適航能力及適運條件運送保險標的物至目的地  
的  
默示保證規定。
- 6、本保險不承保下列危險事故所致的損害或費用：
- 6.1 因戰爭、內戰、革命、叛亂、顛覆，或其引起之內爭或任何由於交戰國或對抗交戰  
國武  
力之敵對行為。
  - 6.2 因捕獲、扣押、拘留、禁制或扣留（海上劫掠除外），及因上述危險或任何上述危險  
威脅企圖之結果。
  - 6.3 遺棄的水雷、魚雷、炸彈或其他遺棄戰爭武器。
- 7、本保險不承保下列危險事故引起的損害或費用：
- 7.1 因參與罷工、停工、工潮、暴動或民眾騷擾等人員所致者。
  - 7.2 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。

7.3 任何代表人或有關組織因採取以武力或暴力方式，藉以直接推翻或影響不論其是否合法

成立之任何政府組織的任何恐怖主義行為所致者。

7.4 任何人因政治、意識形態或宗教動機行為所致者。

## 保險效力起訖

### 運送條款

8、

8.1 依下列第 11 條規定，本保險從被保險標的物自始擬被運往本保險契約所載明之倉庫或儲

存處所，而其目的係要立即裝上或裝進運送車輛或其他運輸工具而準備起運時開始生

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：

8.1.1 自運送車輛或其他運輸工具完全卸載至本保險契約所載明目的地之最終倉庫或儲存

處所。

8.1.2 自運送車輛或其他運輸工具完全卸載至本保險契約所載明目的地或中途之任何倉庫

或儲存處所，而為被保險人或其員工用作通常運輸過程以外之儲存或分配或分送，或

8.1.3 當被保險人或其員工使用任何運輸車輛或其他運輸工具或任何貨櫃作為通常運輸過

程以外的儲存時，或

8.1.4 至被保險標的物自海輪在最終卸貨港完全卸載後起算屆滿六十天。

上述四種終止情形，以其先發生者為準。

### 運送契約終止

9、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 8 條規定被保險標的物卸載前終止時，本保險單之

效力亦同時終止，除非經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

應加收之保險費，本保險單方得繼續有效至下述情形之一時為止：

9.1 迄至被保險標的物在該港或該地出售交付後為止，或如無特別之協定，迄至被保險標

的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。

9.2 如被保險標的物在六十天期限以內（或同意延長承保期限內）仍須運至保險契約原

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。

### 變更航程

10、

10.1 本保險開始生效以後，被保險人事後變更其目的地者，必須立即通知保險人洽妥新費

率與條件；倘在協議達成前發生損失，本保險所能獲得保障，僅限於在合理商業市場

上所允許的保險條件及費率。

10.2 依本保險對被保險標的物起運時所賦予意義而言（依據第8.1條規定），即使被保險人或其員工並不知該船將駛往其他目的地，本保險仍視為自被保險標的物起運時起保險效力即已開始。

## **索賠事項**

### 保險利益

11、

- 11.1 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。
- 11.2 依據上述第 11.1 條款規定，雖然損失發生於保險契約簽定之前，除非被保險人已知該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。

### 轉運費用

- 12、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險人因被保險標的物之卸載、堆存及轉運至目的地而正當且合理發生的額外費用。
- 本第 12 條不適用於共同海損或施救費用，並應受前述條款第 4、5、6 及 7 條除外規定的限制，及不包括被保險人或其員工的過失、疏忽、破產或積欠債務引起的費用在內。

### 推定全損

- 13、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、整理及運往保險載明之目的地的費用，必將超過其到達目的地之價值者，不得以推定全損請求賠償。

### 增值

14、

- 14.1 若被保險人在本保險項下之被保險標的物安排了增值保險，則該被保險標的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、整理及運往保險載明之目的地的費用，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。
- 14.2 倘本保險係增值保險則必須適用下列條款：  
被保險標的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投保同樣損失之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給保險人。

### 保險權益

15、本保險

- 15.1 承保被保險人，包括代表簽訂保險契約或其授意下之有權索償之人或受讓人。
- 15.2 不擴大承保或不擴及運送人或其他受託人之利益。

## 減輕損失

### 被保險人義務

16、被保險人及其職員及代理人對於本保險有關索賠時，對於下列規定事項，為其應負之義務：

- 16.1 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
- 16.2 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。

### 放棄

17、被保險人或保險人對於保險標的物採取之施救、防護或回復之各項措施，不得視為委付之放棄或承諾或有損任何一方之權利。

### 避免遲延

18、被保險人在其所能控制的一切情況下，應作合理迅速之處置，為本保險之必要條件。

### 法律與慣例

19、本保險悉依據英國法律及慣例辦理。

### 附註事項：

倘依據上述第 9 條「運送契約終止條款」規定，要求繼續承保，或依據第 10 條「航程變更條款」而更改運送目的地，被保險人有義務於獲知上情時，應迅即通知保險人，本項要求承保權利，取決於被保險人業已遵守本通知義務之履行。

**CL383**

**01/01/2009**

1/1/09

## INSTITUTE CARGO CLAUSES (C)

### **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 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 overseaside of the subject-matter insured from the overseaside vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseaside from the overseaside 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.*

**CL384  
01/01/2009**

1/1/09

**INSTITUTE CARGO CLAUSES (C)**

商品簡介：  
承保範圍(或)不保事項

**承保危險**

危險

1、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。

- 1.1 可合理歸因於下列危險事故引起被保險標的物之滅失或損害。
  - 1.1.1 火災或爆炸。
  - 1.1.2 船舶或駁船的擱淺觸礁或傾覆。
  - 1.1.3 陸上運輸工具的傾覆或出軌。
  - 1.1.4 船舶或駁船或運輸工具與除水以外的外在任何物體之碰撞或觸撞。
  - 1.1.5 在避難港之卸貨。

1.2 因下列危險事故引起被保險之標的物之滅失或毀損：

1.2.1 共同海損的犧牲。

1.2.2 投棄。

### 共同海損

2、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

，而其發生係為了避免或有關避免除以下第(四)(五)(六)及(七)條除外條款之任何原因

所致之損失。

### 雙方過失碰撞條款

3、本保險對於被保險人在運送契約之任何「雙方過失碰撞條款」下所肇致之責任，按照本保

險單所承保的危險予以理賠。倘船舶運送人依據該條款要求賠償時，被保險人同意通知保

險人，保險人得自備費用對該賠償要求提出抗辯。

### 除外不保

4、本保險不承保下列各項損失或費用：

4.1 得歸責於被保險人的故意過失引起的損害或費用。

4.2 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。

4.3 被保險標的物的不良或不當包裝或配置引起的損害或費用，此種包裝或配置已由被保險

人或其職員於保險開始生效前已完成，且堪能承受正常運輸過程中之意外事故（本款所

謂的包裝，包括貨櫃內貨物積載，且員工並不包括獨立承攬人）。

4.4 被保險標的物之固有瑕疵或本質引起的損害及費用。

4.5 由於延遲所致的損害或費用，即使該延遲係由承保之危險所致者亦同。（依上述第2條

共同海損條款可予賠付的費用則不在此限）

4.6 當被保險標的物裝載於船舶上時，或依正常業務程序，被保險人知道或應知道破產或債

務積欠將會妨礙正常航行者，由於船舶所有人、經理人、租船人或船舶營運人之破產或

債務積所致之損害或費用。

本款不適用於該保險契約已經轉讓給已買入或已同意買入這批被保險標的物善意受讓之

索賠者。

4.7 任何使用原子反應裝置物或核子分裂及或融合或其他類似反應或放射性之武器等直接或

間接所致或引起的損害或費用。

5、

5.1 本保險不承保因下列事故所引起的損害或費用：

5.1.1 載運船舶或駁船的不適航，或載運船舶駁船不適宜安全運載被保險標的物，而此種

不適航或不適運原因於被保險標的物裝載之時為被保險人已知情者。

5.1.2 貨櫃或運輸工具的不適安全運載被保險標的物，而此裝載係發生於保險生效前

由被

保險人或其職員所完成，且於裝貨於已知不適載。

5.2 上述5.1.1除外規定不適用於該保險契約已經轉讓給已買入或已同意買入這批被保險標

的物善意受讓之索賠者。

5.3 保險人放棄任何違反載運船舶應具備適航能力及適運條件運送保險標的物至目的地的

默示保證規定。

6、本保險不承保下列危險事故所致的損害或費用：

6.1 因戰爭、內戰、革命、叛亂、顛覆，或其引起之內爭或任何由於交戰國或對抗交戰國武

力之敵對行為。

6.2 因捕獲、扣押、拘留、禁制或扣留（海上劫掠除外），及因上述危險或任何上述危險威脅企圖之結果。

6.3 遺棄的水雷、魚雷、炸彈或其他遺棄戰爭武器。

7、本保險不承保下列危險事故引起的損害或費用：

7.1 因參與罷工、停工、工潮、暴動或民眾騷擾等人員所致者。

7.2 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。

7.3 任何代表人或有關組織因採取以武力或暴力方式，藉以直接推翻或影響不論其是否合法

成立之任何政府組織的任何恐怖主義行為所致者。

7.4 任何人因政治、意識形態或宗教動機行為所致者。

## **保險效力起訖**

### 運送條款

8、

8.1 依下列第 11 條規定，本保險從被保險標的物自始擬被運往本保險契約所載明之倉庫或儲

存處所，而其目的係要立即裝上或裝進運送車輛或其他運輸工具而準備起運時開始生

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：

8.1.1 自運送車輛或其他運輸工具完全卸載至本保險契約所載明目的地之最終倉庫或儲存

處所。

8.1.2 自運送車輛或其他運輸工具完全卸載至本保險契約所載明目的地或中途之任何倉庫

或儲存處所，而為被保險人或其員工用作通常運輸過程以外之儲存或分配或分送，或

8.1.3 當被保險人或其員工使用任何運輸車輛或其他運輸工具或任何貨櫃作為通常運輸過

程以外的儲存時，或

8.1.4 至被保險標的物自海輪在最終卸貨港完全卸載後起算屆滿六十天。

上述四種終止情形，以其先發生者為準。

### 運送契約終止

9、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 8 條規定被保險標的物卸載前終止時，本保險單之

效力亦同時終止，除非經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

應加收之保險費，本保險單方得繼續有效至下述情形之一時為止：

9.1 迄至被保險標的物在該港或該地出售交付後為止，或如無特別之協定，迄至被保險標

的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。

9.2 如被保險標的物在六十天期限以內（或同意延長承保期限內）仍須運至保險契約原載之目的地，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。

#### 變更航程

10、

10.1 本保險開始生效以後，被保險人事後變更其目的地者，必須立即通知保險人洽妥新費

率與條件；倘在協議達成前發生損失，本保險所能獲得保障，僅限於在合理商業市場

上所允許的保險條件及費率。

10.2 依本保險對被保險標的物起運時所賦予意義而言（依據第8.1條規定），即使被保險人

或其員工並不知該船將駛往其他目的地，本保險仍視為自被保險標的物起運時起保險效

力即已開始。

#### 索賠事項

##### 保險利益

11、

11.1 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。

11.2 依據上述第 11.1 條款規定，雖然損失發生於保險契約簽定之前，除非被保險人已知該

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。

##### 轉運費用

12、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險人因被保險標的物之卸載、堆存及轉運至目的地而

正當且合理發生的額外費用。

本第 12 條不適用於共同海損或施救費用，並應受前述條款第 4、5、6 及 7 條除外規定的

限制，及不包括被保險人或其員工的過失、疏忽、破產或積欠債務引起的費用在內。

##### 推定全損

13、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

往保險載明之目的地的費用，必將超過其到達目的地之價值者，不得以推定全損請求賠償。

##### 增值

14、

14.1 若被保險人在本保險項下之被保險標的物安排了增值保險，則該被保險標的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，整理及運往保險載明之

目的地的費用，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。

14.2 倘本保險係增值保險則必須適用下列條款：

被保險標的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投保同樣損失

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之保險金額之證明給保險人。

#### 保險權益

15、本保險

15.1 承保被保險人，包括代表簽訂保險契約或其授意下之有權索償之人或受讓人。

15.2 不擴大承保或不擴及運送人或其他受託人之利益。

#### 減輕損失

##### 被保險人義務

16、被保險人及其職員及代理人對於本保險有關索賠時，對於下列規定事項，為其應負之義務：

16.1 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

16.2 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。

#### 放棄

17、被保險人或保險人對於保險標的物採取之施救、防護或回復之各項措施，不得視為委付之放棄或承諾或有損任何一方之權利。

#### 避免遲延

18、被保險人在其所能控制的一切情況下，應作合理迅速之處置，為本保險之必要條件。

#### 法律與慣例

19、本保險悉依據英國法律及慣例辦理。

附註事項：

倘依據上述第9條「運送契約終止條款」規定，要求繼續承保，或依據第10條「航程變更條

款」而更改運送目的地，被保險人有義務於獲知上情時，應迅即通知保險人，本項要求承保權

利，取決於被保險人業已遵守本通知義務之履行。

**CL384**  
**01/01/2009**

備查文號：101.10.15 一產水字第 1010911 號函備查

1/1/09

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

第 46 頁，共 328 頁

## **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 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 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 subject-matter 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.*

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CL387

01/01/2009

## INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

### 承保範圍：

1/1/09 2009年英國協會貨物保險條款(空運)

(郵包寄送除外)

承保危險

第1條 承保危險

除下列第3、4及 5條除外規定以外，本保險承保保險標的物一切滅失或毀損之危險。

第2條 施救費用條款

本保險承保施救費用，而其發生係為了避免或有關避免除以下第 3、4及 5條除外條款之任何原因所致之損失。

除外不保項目

第3條 本保險不承保下列各項損害或費用：

3.1 得歸責於被保險人的故意過失引起的損害或費用。

3.2 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。

3.3 保險標的物的不良或不當包裝或配置引起的損害或費用，此種包裝或配置已由被保險人或其

員工於保險開始生效前已完成，且堪能承受正常運輸過程中之意外事故（本款所謂的包裝，

包括貨櫃內貨物積載，且前述員工並不包括獨立承攬人）。

3.4 保險標的物之固有瑕疵或本質所引起的損害或費用。

3.5 貨櫃或航空運輸工具的不適安全裝載保險標的物所致之損害或費用，而此裝載係發生於保險

生效前由被保險人或其員工所完成，且於裝貨時已知其不適載。此除外規定不適用於該保險

契約已經轉讓給已買入或已同意買入這批保險標的物善意受讓之索賠者。

3.6 由於延遲所致的損害或費用，即使該延遲係由承保之危險所致者亦同。

3.7 當保險標的物裝載於航空器上時，被保險人已知道或依正常業務程序應知道航空器所有人、

經理人、租用人或營運人之破產或債務積欠將會妨礙正常航行者，由於該項破產或債務積欠

所致之損害或費用。

本款不適用於該保險契約已經轉讓給已買入或已同意買入這批保險標的物善意受讓之索賠者。

3.8 任何使用原子反應裝置物或核子分裂及或融合或其他類似反應或放射性之武器等直接或間接

所致或引起的損害或費用。

第4條 本保險不承保下列危險事故所致的損害或費用：

- 4.1 因戰爭、內戰、革命、叛亂、顛覆，或其引起之內爭或任何由於交戰國或對抗交戰國武力之敵對行為。
- 4.2 因捕獲、扣押、拘留、禁制或扣留（海上劫掠除外），及因上述危險或任何上述危險威脅企圖之結果。
- 4.3 遺棄的水雷、魚雷、炸彈或其他遺棄戰爭武器。

第5條 本保險不承保下列危險事故引起的損害或費用：

- 5.1 因參與罷工、停工、工潮、暴動或民眾騷擾等人員所致者。
- 5.2 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。
- 5.3 起因於任何個人或組織以武力或暴力方式代表、聯繫、實行任何恐怖主義行為者，藉以直接推翻或影響任何政府組織不論其是否合法成立。
- 5.4 因政治、意識形態或宗教動機之任何人行為所致者。

保險效力起訖

第6條 運送條款

6.1 依下列第 9條規定，本保險自始於保險標的物於本保險契約所載明之倉庫或儲存處所為展

開運送而開始移動並立即裝載或裝進運送車輛或其他運輸工具時開始生效，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：

6.1.1 自運送車輛或其他運輸工具完全卸載至本保險契約所載目的地之最終倉庫或儲存處所。

6.1.2 無論於運抵本保險契約所載目的地之前或之時，自運送車輛或其他運輸工具完全卸載至

非本保險契約所載明目的地之任何其他倉庫或儲存處所，而為被保險人或其員工用作於

通常運輸過程以外之儲存或進行分配或分送，或

6.1.3 當被保險人或其員工使用任何運輸車輛或其他運輸工具或任何貨櫃作為通常運輸過程以

外的儲存時，或

6.1.4 至保險標的物在最終卸貨地自航空器完全卸載後起算屆滿三十天。

上述四種終止情形，以其先發生者為準。

6.2 如保險標的物自航空器在最終卸貨地卸載完畢後，但在本保險失效以前，將被保險標的物

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 6.1.1至 6.1.4規定之限制外

，並於該保險標的物自始擬被運往其他目的地之時起失效。

6.3 本保險之效力，除受 6.1.1至 6.1.4規定而終止及第 7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遲、航空器駛離航線、被迫卸載、重行裝機或轉機、及由於航空運

送人行使運送契約所授予的自由運輸權，而引起的航程變更者。

上述四種終止情形，以其先發生者為準。

第7條 運送契約終止條款

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航空站或地點終止時，

或運送因故在貨物未能如前述第 6 條規定保險標的物卸載前終止時，本保險單之效力亦同時終

止，除非經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收之保險費，本

保險單方得繼續有效至下述情形之一時為止：

7.1 迄至保險標的物在該航空站或該地出售交付後為止，或如無特別之協定，迄至被保險標的

物自航空器抵達該地後起算，以不超過三十天為限，不論何種情形以先發生者為準。

7.2 如保險標的物在三十天期限以內（或同意延長承保期限內）仍須運至保險契約原載之目的地

，或其他目的地，則本保險單之效力，依照前述第 6 條所規定情形發生時終止。

#### 第8條 航程變更條款

8.1 當本保險開始生效以後，被保險人變更其目的地時，必須立即通知保險人洽定新費率與承保

條件；倘於新費率條件議定前發生損失，本保險僅限於依合理商業市場的保險條件及費率提

供保障。

8.2 當保險標的物依照本保險單所載條件（依據第 8.1 條規定）起運時，在被保險人或其員工不知情

的情況下，該載運船舶駛往其他目的地時，本保險仍自保險標的物起運時起生效。

#### 索賠事項

##### 第9條 保險利益條款

9.1 為能獲得本保險之補償，於發生損失之時，被保險人對於保險標的物必須具有保險利益。

9.2 在上述第 9.1 條款規定之前提下，雖然損失發生於保險契約簽定之前，除非被保險人已知該

損失發生而保險人不知情者，否則被保險人仍有權求償發生於保險期間內所承保的損失。

##### 第10條 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地點終止

時，保險人將予補償被保險人因保險標的物之卸載、堆存及轉運至目的地而正當且合理發生的

額外費用。本第 10 條不適用於施救費用，並應受前述條款第 3、4 及 5 條除外規定的限制，及不

包括被保險人或其員工的過失、疏忽、破產或積欠債務引起的費用在內。

##### 第11條 推定全損條款

除非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

載明之目的地的費用，必將超過其到達目的地之價值者，不得以推定全損請求賠償。

##### 第12條 增值條款

12.1 若被保險人對本保險所承保之保險標的物另行投保任何增值保險，則該保險標的物之約定

價值將視為已增至本保險與所有承保相同損失之增值保險之保險金額總和，而本保險

之責

任額將按其保險金額佔此總保險金額之比例而定。索賠時，被保險人必須提供所有其他保

險之保險金額之證明予保險人。

12.2 倘若本保險係增值保險則必須適用下列條款：

保險標之物之約定價值將視為等於原保險與所有由被保險人投保同一保險標之物及相同損

失之增值保險之保險金額總和，而本保險之責任額將按其保險金額佔此總保險金額之比例

而定。

索賠時，被保險人必須提供所有其他保險之保險金額之證明予保險人。

保險權益

第13條 本保險

13.1 承保包括與保險人簽訂或其授意下與保險人簽訂保險契約之一方或其保險契約之受讓人

皆視為有權求償之被保險人。

13.2 不擴大承保運送人或其他受託人之利益。

減輕損失

第14條 被保險人義務

被保險人及其員工及代理人對於本保險有關索賠時，對於下列規定事項，為其應負之義務：

14.1 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

14.2 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。

第15條 放棄條款

被保險人或保險人對於保險標之物所採取之施救、防護或回復之各項措施，不得視為委付之放

棄或承諾或有損雙方權益。

避免遲延

第16條 被保險人在其所能控制的一切情況下，應作合理迅速之處置，為本保險之必要條件。

法律與慣例

第17條 本保險悉依據英國法律及慣例辦理。

附註事項：

倘發生上述第 7條「運送契約終止條款」之情況，要求繼續承保，或第 8條「航程變更條款」

更改運送目的地時，被保險人

有義務於知悉上述情況時，立即通知保險人。被保險人得於履行本項通知義務後要求承保權利。

CL387

01/01/2009

## INSTITUTE CARGO CLAUSES (A)

### 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.*

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### **INSTITUTE CARGO CLAUSES (B)**

#### **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 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 transhipment 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.*

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01/01/2009**

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### **INSTITUTE CARGO CLAUSES (C)**

#### **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 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.*

**CL384  
01/01/2009**

備查文號：99.01.04  
1/1/09

一產水字第 990004 號函備查

#### **INSTITUTE WAR CLAUSES (CARGO)**

#### **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 strike 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 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 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 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 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.

## INSTITUTE STRIKES CLAUSES (CARGO)

### 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 (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
- 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, 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

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 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 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.*

**CL386**  
**01/01/2009**

備查文號：99.01.20 一產水字第 990050 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.

備查文號：99.02.01 一產水字第 990082 號函備查

### **Cargo ISPS Endorsement**

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that does not hold a valid International Ship Security Certificate as required under the International

Ship and Port Security (ISPS) Code 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 that such vessel was not certified in accordance with the ISPS Code 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.

備查文號：99.08.25 一產水字第 990970 號函備查

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### **第一產物 Exhibition Endorsement**

- 1 In Consideration of premium charged, this policy is extended to cover the insured property while located at exhibits in (Country as agreed) prior to exhibition, while on exhibition and during preparation for return or ongoing shipment for the period as arranged.
- 2 The endorsement insured such property while on exhibition or demonstration against All Risks of direct physical loss or damage from any external cause, except as hereinafter excluded.
- 3 This endorsement does not cover against:
  - a. Loss or damage caused by faulty operation.
  - b. Ordinary wear and tear and/or gradual deterioration.
  - c. Loss or damage to electrical appliances or devices of any kind including wiring, arising from electrical injury or disturbances to the said electrical appliances or devices or wiring from artificial causes unless fire or other accident ensues, and then only for loss or damage from such ensuing fire or other accidents.
  - d. Infidelity or fraud by persons to whom the property is entrusted. (carriers for hire excepted)
  - e. War, invasion, acts of foreign enemies, hostilities, (whether war to be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  - f. Loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such 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 policy, however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear

reaction

or nuclear radiation or radioactive contamination is insured against by this policy.

g. 備查文號： 99.10.21 一產水字第 991141 號函備查

h.

**i. 第一產物 Cargo ISM Forwarding Charges Clause**

j.

k. 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 insured 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 of place (other than the intended port of destination) where the voyage is terminated due either

l. a) to such vessel not being certified in accordance with the ISM Code;

m. or

n. b) to a current Document of Compliance not being held by her owners or operators

o.

p. as required under the SOLAS Convention 1974 as amended.

q.

r. 備查文號： 99.10.21 一產水字第 991142 號函備查

s.

**t. 第一產物 Paramount War and Strikes Cancellation Clause**

u.

v. 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 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.

w. The acceptance or 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. Such period of notice to commence not later than

seven days from the date of notice given by the reinsurers.

x. 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.

y.

z. 備查文號： 99.10.21 一產水字第 991158 號函備查

aa.

**bb. 第一產物 Bill of Lading, Etc. Clause**

cc.

dd. 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.

ee.

ff. 備查文號： 99.10.21 一產水字第 991159 號函備查

gg.

### hh. 第一產物 FRAUDULENT BILLS OF LADING

ii.

jj. 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.

kk.

ll. Also to cover loss of or damage to goods insured caused by the utilization of legitimate Bills of Lading and/or

mm. other shipping documents without the authorization and/or consent of the Assured or its agents.

nn. 備查文號： 99.10.21 一產水字第 991160 號函備查

oo.

### pp. 第一產物 Admitted Insurance-Difference in Conditions

qq.

rr. 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.

ss. 備查文號： 99.10.21 一產水字第 991161 號函備查

tt.

### uu. 第一產物 Shortage from Containers

vv.

ww. With respect to shipments of goods in containers, this Policy is also to pay for shortage of contents, meaning

xx. thereby the difference between (1) the number of packages or units loaded or said to be loaded in the container

yy. as per the shipper's or supplier's invoice or packing list and (2) the number of packages or units unloaded from

zz. the container by the Assured or consignee or their agent.

備查文號： 99.10.21 一產水字第 991162 號函備查

### 第一產物 Expediting payment of loss clause (\$x,xxx)

Notwithstanding the above Payment of Loss Clause, it is agreed that claims for loss or damage amounting to less than \$x,xxx., as adjusted, shall be paid by these Assurers within twenty (20) business days after receipt of the following documentation:

- a) Bill of Lading/Airwaybill/Warehouse receipt;
- b) Commercial Invoice;
- c) Claim against Carrier or Warehouseman;
- d) 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.

備查文號： 99.10.21      一產水字第 991163 號函備查

### 第一產物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 “**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;
  - (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.

備查文號： 99.10.21      一產水字第 991164 號函備查

## **第一產物 Payment on Account**

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.

備查文號： 99.10.21      一產水字第 991165 號函備查

## **第一產物 Explosion Clause**

This insurance includes the risk of explosion, howsoever or wheresoever occurring during the currency of this

insurance, unless specifically excluded under war and strikes coverage set forth herein.

備查文號： 99.10.21      一產水字第 991166 號函備查

## **第一產物 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.

備查文號： 99.10.21      一產水字第 991167 號函備查

## **第一產物 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.

備查文號： 99.10.21      一產水字第 991168 號函備查

## **第一產物 Interruption of Transit of Damage 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.

備查文號： 99.10.21      一產水字第 991169 號函備查

## **第一產物 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.

備查文號： 99.11.04 一產水字第 991241 號函備查

## **第一產物 Label Clause**

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.

備查文號： 99.11.04 一產水字第 991242 號函備查

## **第一產物 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 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.

## 第一產物 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.

## 第一產物 Location 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 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 The Schedule. The value  
and location details attached in the policy is provided only for underwriting information purpose and can't be constructed as the limit of liability under the policy.
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 valued at selling price.
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, 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.
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 5% of Loss except 10% of Loss for 三重 and 五股 warehouse.
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 two years next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of R.O.C 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 R.O.C 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.

備查文號：100.01.07 一產水字第 1000016 號函備查

## **第一產物 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 Insured's inventory/merchandise, excluding fixed assets while situated at the locations listed herein.
2. An accurate record shall be kept by the Insured of all property covered by this Endorsement and such record shall be open to the inspection of any authorized representative of this Company.
3. 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.
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 as per the valuation clause appearing in this Marine Cargo Policy.
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 Insured 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.

6. The Insured shall, as soon as practicable, report to this Company every loss or damage which may become a claim under this Endorsement and shall also file with the Company or its agent within ninety (90) days from the date of loss, a sworn proof of loss. Failure by the Insured to report the said loss or damage and to file such sworn proof of loss as hereinbefore provided shall invalidate any claim under this Contract for such loss.
7. 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 Insured 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.
8. It is understood and agreed that permission is granted for specific insurance. In premium calculations, allowance shall be made for such specific insurance as shown on the Insured's declarations of values.
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 Insured 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 Insured, or his agent, shall make any attempt to defraud this Company either before or after a loss.

11. 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.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

備查文號：100.01.18      一產水字第 1000041 號函備查

### 第一產物船體保險 Lloyd's Personal Accident to Persons

Whereas the Insured, with a view to effecting an Insurance as hereinafter provided with the Underwriters, has presented from each Insured Person mentioned in the Schedule of Insured Persons (hereinafter called an Insured Person) a separate proposal upon which the Underwriters have determined their terms and conditions.

We, the Underwriters hereby agree with the Insured, to the extent and in the manner herein provided, that if an Insured Person sustains Bodily Injury during the period of this Insurance, we will pay to the Insured, or to the Insured's Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under this Insurance.

PROVIDED ALWAYS THAT

1. a) Compensation shall not be payable under more than one of the Items of the Schedule of Compensation in respect of the consequences of one Accident to any one Insured Person, except for any compensation payable hereunder in respect of Temporary Partial Disablement preceding or following Temporary Total Disablement, and  
b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
2. The total sum payable under this Insurance in respect of any one or more Accidents to any one Insured Person shall not exceed in all the largest Sum Insured under any one of the Items contained in the Schedule of Compensation or added to this Insurance by endorsement, except that the Underwriters will in addition pay Medical Expenses.
3. If Item 1 of the Schedule of Compensation is not covered, then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Item 1 had that Item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an Accident causes the Death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for Disablement provided for under Items 2 to 7 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of Death.
5. Compensation shall only be payable under Items of the Schedule of Compensation if
  - a) Under Item 1, Death occurs within twelve months of the date of the Accident.
  - b) Under Items 2 to 6, loss occurs within twelve months of the date of the Accident.
  - c) Under Item 7, the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such Disablement lasts for twelve months.

### **DEFINITIONS**

*In this Insurance:*

1. 'BODILY INJURY' means identifiable physical injury which
  - a) is caused by an Accident, and
  - b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such Injury, occasions the Death or Disablement of the Insured Person within twelve months from the date of the Accident.
2. 'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.

3. 'TEMPORARY TOTAL DISABLEMENT' means Disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
4. 'TEMPORARY PARTIAL DISABLEMENT' means Disablement which prevents the Insured Person from attending to a substantial part of his business or occupation.
5. 'PERMANENT TOTAL DISABLEMENT' means Disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
6. 'LOSS OF A LIMB' means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
7. 'MEDICAL EXPENSES' means expenses necessarily incurred by the Insured Person for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
8. 'AIR TRAVEL' means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
9. Words in the masculine gender shall include the feminine.

## **EXCLUSIONS**

This Insurance does not cover Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
2. radioactive contamination.
3. the Insured Person engaging in or taking part in
  - a) naval, military or air force service or operations.
  - b) winter sports (other than skating or curling)
    - i) at any winter sports resort, or
    - ii) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland.
  - c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.
  - d) driving or riding on motor cycles or motor scooters other than mopeds.
4. the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
5. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.
6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this Syndrome has been acquired or may be named.
7. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.

## CONDITIONS

1. If an Insured Person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Insurance without the Insured first notifying the Underwriters and obtaining their written agreement to the amendment of this Insurance (subject to the payment of such additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any Accident arising therefrom.
2. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
3. Notice must be given to the Underwriters as soon as reasonably practicable of any Accident which causes or may cause Disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of

the Insured Person resulting or alleged to result from an Accident.

It is a condition precedent to the Underwriters' liability to pay compensation to the Insured or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim

or a related pre-existing condition shall be made available on request to any medical adviser appointed

by or on behalf of the Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an Insured Person.

4. Any fraud, misstatement or concealment by an Insured Person if unknown to the Insured either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, misstatement or concealment by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
5. Automatic additions and deletions to be calculated at pro rata.
6. In the event of a claim hereunder, it is noted that all benefits shall be payable to the Insured in order to pay the Insured Person as partial compensation of pension.
7. In consideration of the premium paid hereon it is hereby agreed that, subject otherwise to its terms, limitations and conditions, this Insurance covers claims arising out of Bodily Injury caused by exposure to the elements as the result of an Accident covered hereunder.
8. In consideration of the premium paid hereon it is hereby agreed that, subject to all terms, limitations, conditions and exclusions of this Insurance except as specifically provided herein, if the Insured Person disappears during the currency of this Insurance and his body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained Accidental Bodily Injury and that such Injury caused his Death, Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

## SCHEDULE OF BENEFITS

Type of Disability		No.	Extend of Disability	Level of Disability	% of Principle Sum
1 Nervous System	Damage of Nervous System 1	1-1-1	Excess damage to the central nervous system; lifetime prevention of employment; often require intensive medical or personal care	1	100%

		1-1-2	Impairment of the central nervous system; lifetime prevention of employment; require assisted living	2	90%
		1-1-3	Significant damage to the central nervous system; lifetime prevention of employment; assisted living not required	3	80%
		1-1-4	Significant damage to the central nervous system; can only engage in low-effort work	7	40%
2 Eyes	Loss of sight 2	2-1-1	Total loss of sight in both eyes	1	100%
		2-1-2	Eyesight of 0.06 or below in both eyes	5	60%
		2-1-3	Eyesight of 0.1 or below in both eyes	7	40%
		2-1-4	Total loss of sight in one eye and eyesight of 0.06 or below in the other	4	70%
		2-1-5	Total loss of sight in one eye and eyesight of 0.1 or below in the other	6	50%
		2-1-6	Total loss of sight in one eye	7	40%
3 Ears	Loss of hearing 3	3-1-1	Loss or injury to eardrums in both ears or a hearing loss of 90 db or above	5	60%
		3-1-2	A hearing loss of 70 db or above in both ears	7	40%
4 Nose	Injury and functional 4	4-1-1	Loss or injury to the nose that causes permanent functional disability	9	20%
5 Mouth	Chewing, swallowing and speech impairment 5	5-1-1	Permanent loss of chewing, swallowing, and speech	1	100%
		5-1-2	Significant and permanent impairment of chewing, swallowing and speech functions	5	60%
		5-1-3	Significant and permanent impairment to chewing, swallowing or voice-producing functions	7	40%
6 Internal organs	Injury or illness to internal organs 6	6-1-1	Excess damage to the internal organs; lifetime prevention of employment; often require intensive medical or personal	1	100%
		6-1-2	Significant damage to internal organs; lifetime prevention of employment; require assisted living	2	90%
		6-1-3	Significant damage to internal organs; lifetime prevention of employment; assisted living not required	3	80%
		6-1-4	Significant damage to internal organs; can only engage in low-effort work	7	40%
	Removal of organs	6-2-1	Any main organs removed	9	20%
	Bladder function impairment	6-3-1	Permanent and total loss of bladder functions	3	80%
7 Body	Spinal cord injury 7	7-1-1	Permanent and significant injury to spinal cord	7	40%
8 Upper limbs	Loss of upper limbs	8-1-1	Loss of both wrist joints	1	100%
		8-1-2	Loss of two or more major joints among shoulder, elbow and wrist joints in one limb	5	60%
		8-1-3	Loss of one wrist joint	6	50%
	Loss of hand digits 8	8-2-1	Loss of all ten fingers	3	80%
		8-2-2	Loss of both thumbs	7	40%
		8-2-3	Loss of five digits of one hand	7	40%
		8-2-4	Loss of four digits of the same hand, including the thumb and index fingers	7	40%
		8-2-5	Loss of thumb and index fingers of the same hand	8	30%
		8-2-6	Loss of three digits of the same hand, including either the thumb or index finger along with other digits	8	30%
		8-2-7	Loss of two digits of the same hand, including the thumb and other digits	9	20%

		8-2-8	Loss of one thumb; loss of one index finger; loss of two digits other than the thumbs or index fingers	11	5%
Disability of upper limbs <sup>9</sup>		8-3-1	Permanent function loss of all joints on both shoulders, elbows and wrists	2	90%
		8-3-2	Permanent loss of functions of two major joints of both upper limbs among shoulder, elbow and wrist	3	80%
		8-3-3	Permanent loss of functions of one major joint of both upper limbs among both shoulder, elbow and wrist	6	50%
		8-3-4	Permanent loss of functions of shoulder, elbow and wrist joints of the same limb	6	50%
		8-3-5	Permanent loss of functions of two major joints among the shoulder, elbow and wrist joints of the same limb	7	40%
		8-3-6	Permanent loss of functions of one major joint among shoulder, elbow and wrist joints of the same upper limb	8	30%
		8-3-7	Permanent and significant motor function impairment in both shoulder, elbow and wrist joints	4	70%
		8-3-8	Permanent and significant motor function impairment in two major joints of both upper limbs among the shoulder, elbow and wrists joint	5	60%
		8-3-9	Permanent and significant motor function impairment in one major joint of both upper limbs among the shoulder, elbow and wrist joints	7	40%
		8-3-10	Permanent and significant motor function impairment in shoulder, elbow or wrist joints of the same upper limb	7	40%
		8-3-11	Permanent motor function impairments in two major joints among the shoulder, elbow and wrist joints of the same upper limb	8	30%
		8-3-12	Permanent motor function impairment of both shoulder, elbow and wrist joints	6	50%
		8-3-13	Permanent and significant motor function impairment of the shoulder, elbow and wrist joints of one upper limb	9	20%
		Functional impairment of digits <sup>10</sup>		8-4-1	Permanent loss of all finger functions
8-4-2	Permanent loss of both thumb functions			8	30%
8-4-3	Permanent loss of functions of all five digits of the same			8	30%
8-4-4	Permanent loss of functions of four digits of the same hand, including the thumb, index finger, and other digits			8	30%
8-4-5	Permanent loss of thumb and index finger functions in the same hand			11	5%
		8-4-6	Permanent loss of functions of three digits of the same hand, including both the thumb and index finger	9	20%
		8-4-7	Permanent loss of functions of three digits of the same hand, including either the thumb or the index finger	10	10%
9 Lower limbs	Loss of lower limbs	9-1-1	Loss of both ankle joints	1	100%
		9-1-2	Loss of two major joints among the hip, knee and ankle joints of the same lower limb	5	60%
		9-1-3	Loss of one ankle joint	6	50%
	Shortening <sup>11</sup>	9-2-1	Permanent shortening of five centimeters or more of one lower limb	7	40%
	Loss of toe <sup>12</sup>	9-3-1	Loss of all ten toes	5	60%
9-3-2		Loss of all five toes of the same foot	7	40%	

Functional impairment of lower limbs <sup>13</sup>	9-4-1	Permanent function loss of all joints of hips, knees and ankles of both lower limbs	2	90%
	9-4-2	Permanent function loss of two major joints among hip, knee and ankle joints of both limbs	3	80%
	9-4-3	Permanent function loss of one major joint among hip, knee and ankle joints of both limbs	6	50%
	9-4-4	Permanent function loss of hip, knee and ankle joints of one limb	6	50%
	9-4-5	Permanent function loss of two joints among hip, knee and ankle joints of the same limb	7	40%
	9-4-6	Permanent function loss of one major joint among hip, knee and ankle of one limb	8	30%
	9-4-7	Permanent and significant motor function impairment of both hip, knee and ankle joints	4	70%
	9-4-8	Permanent and significant motor function impairment of two major joints among the hip, knee and ankle joints of both lower limbs	5	60%
	9-4-9	Permanent and significant motor function impairment of one major joint among the hip, knee and ankle joints of both lower limbs	7	40%
	9-4-10	Permanent and significant motor function impairment of the hip, knee and ankle joints of the same lower limb	7	40%
	9-4-11	Permanent and significant motor function impairment of two major joints among the hip, knee and ankle joints of one lower limb	8	30%
	9-4-12	Permanent motor function impairment of hip, knee and ankle joints of both lower limbs	6	50%
	9-4-13	Permanent motor function impairment of hip, knee and ankle joints of one lower limb	9	20%
Functional impairment of toes <sup>14</sup>	9-5-1	Permanent function loss of all ten toes	7	40%
	9-5-2	Permanent function loss of all five toes of the same foot	9	20%

## MEDICAL EXPENSES

Medical Expenses incurred in respect of Items 8 & 9 will be paid in addition by the Underwriters up to but not exceeding 15 per cent of any claim admitted under such Item.

However, if in respect of such Medical Expenses the Insured shall recover any payment under any other insurance, the Underwriters hereon shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15 per cent of the claim admitted under Item 8 & 9 hereof.

Footnotes:

1 1-1. The basic guidelines of nervous system damage assessment are the symptoms of the illness exhibited and the type of assisted living required. During assessment, medical certificates from psychiatrists, neurologists, neurosurgeons and rehabilitative therapists are required.

- (1) Patients with severe nervous system damage who require assistance in all daily activities: Level 1.
- (2) Patients with severe nervous system damage who require assistance in some daily activities.: Level 2.
- (3) Patients with severe nervous system damage who do not require assistance in daily activities but are prevented from gainful employment throughout their lives: Level 3.
- (4) The aforementioned "daily activities" refers to eating, excretion, getting dressed, walking, taking a bath etc.
- (5) Patients who exhibit aphasia, agnosia, apraxia, paralysis of the limbs, extrapyramidal disease, memory impairment, perception impairment, emotional impairment, decline in drive, personality disorder; patients who exhibit only low level of paralysis but could not act unless instructed by others: Level 3.
- (6) Patients with moderate nervous system damage who are inferior than regular people in psychological and motor functions: Level 7.
- (7) Patients with moderate nervous system damage (such as low level of paralysis caused by the loss of perception in the pyramidal tract and extrapyramidal disease) who are diagnosed by specialists to have brain atrophy or abnormal brainwaves by brain imaging.

- (8) If impairment on the limbs or sensory organs occurs, the level of nervous system damage is determined by the location of the impairment. For example, aphasia caused by speech center damage is assessed by the level of speech impairment.
- 1-2. The level of balancing mechanism disability and hearing loss assessment: If hearing loss and balancing mechanism disability both occur due to a head injury, the level of impairment is assessed by considering both conditions.
- 1-3. The assessment of traumatic epilepsy: the assessment should also take into account the dementia and personality disorder caused by repeated onset of epilepsy, and follow the guidelines in footnote 1-1. During periods of epilepsy, the patient should be treated by specialists. When no effective treatment is expected, or when symptoms are stable due to the treatment, regardless of the types of epilepsy, it should be assessed by the following principles:
- (1) Even with sufficient treatment, the frequency of onset is still over once a week  
Level 3.
  - (2) Even with sufficient treatment, the frequency of onset is still over once a month  
Level 7.
- 1-4. Assessment of vertigo and balancing mechanism disability: vertigo and balancing mechanism disability caused by head injury or central nervous system damage do not only result from inner ear injury but also from damages to the cerebellum, brainstem,
- and the frontal lobe. The assessment guidelines are as follows:
- (1) Patients who require no assisted living but are prevented from employment throughout their lives:  
Level 3
  - (2) Patients who due to moderate balancing mechanism disability possess inferior motor functions:  
Level 7.
- 1-5. Assessment of traumatic spinal cord injury depends on the level of impairment of motor functions, perceptions, intestinal functions, urinary functions, genital functions, etc. After considering all the symptoms, the proper level can be determined by using the guidelines in footnote 1-1.
- 1-6. Assessment of the aftereffects of carbon monoxide poisoning: The level of the aftereffects of carbon monoxide poisoning can be determined by considering all the symptoms and following the guidelines regarding psychological impairment and nervous system damage.
- 2 2-1. Eyesight should be tested with Landolt Vision Screening Chart and with corrective lenses. However, those whose vision cannot be corrected can be tested without corrective lenses.
- 2-2. "Loss of eyesight" refers to a permanent vision of 0.02 or below, including the loss and removal of eyeballs, inability to detect light or inability to detect movement outside the center field of vision.
- 2-3. The level of injury is assessed after six months of treatment. However, this guideline does not apply if the injury is clearly irrecoverable, such as the case of an eyeball removal.
- 3 3-1. When the level of hearing loss is different in both ears, the final level of hearing loss should be determined by considering the hearing of both ears.
- 3-2. The level of hearing loss should be tested by an audiometer, and denote the level in decibels.
- 3-3. The level of balancing mechanism disability should be assessed according to the guidelines regarding nervous system damage.
- 4 4-1. "Loss or injury to the nose" refers to the injury of all or most part of the nose cartilage. "Permanent functional disability" refers to the obstruction of both nostrils, irrecoverable difficulty in breathing, or the loss of the sense of smell in both sides.
- 5 5-1. "impairment of chewing functions" refers to the chewing impairment caused by injury to the cheeks, tongue, hard and soft palate, jawbone, temporomandibular joint, and excluding injury to the teeth. Swallowing impairment caused by esophageal stenosis, tongue abnormality, or laryngo-pharyngeal nerve paralysis often also cause chewing impairment. Therefore, the two types of impairment are considered as one:
- (1) "Loss of chewing and swallowing functions" refers to the inability to chew and swallow any food except for liquids.
  - (2) "Significant impairment to chewing and swallowing" refers to the inability to fully chew and swallow food except for congee, porridge, etc.
- 5-2. Impairment of speech functions refers to the impairment in articulation caused by reasons other than injury to the teeth:
- (1) "Loss of speech functions" refers to the disability in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds.
  - (2) "Significant impairment of speech functions" refers to the disability in articulating any two of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds.

- A. bilabial sounds: B, P and M (sounds that are produced by the two lips)
  - B. labiodental sounds: F (sounds that are produced by lips and teeth)
  - C. dentalvelar sounds: D, T, N, and L (sounds that are produced by tip of the tongue and gums)
  - D. velar sounds: G, K and H (sounds that are produced by root of the tongue and soft palate)
  - E. dorsal sounds: J, Q, and X (sounds that are produced by tip of the tongue and the hard palate)
  - F. retroflex sounds: Zh, Ch, Sh and R (sounds that are produced by tip of the tongue and the hard palate)
  - G. dentalveolar sounds: Z, C and S (sounds that are produced by tip of the tongue and upper gums)
- 5-3. Patients with significant speech impairment which causes inability to communicate are assessed according to the guidelines regarding "significant impairment of speech functions".
- 6 6-1. Thoracic organs and abdominal organs:
- (1) Organs in the thoracic cavity include the heart, cardiac sac, aorta, trachea, bronchia, lungs, pleura, and esophagus.
  - (2) Organs in the abdominal cavity include the stomach, liver, gall bladder, pancreas, small and large intestine, mesentery, and spleen.
  - (3) Urinary organs include the kidney, adrenal gland, ureter, bladder, and urethra
  - (4) reproductive organs include the internal genitalia and external genitalia
- 6-2. The main organs include the heart, lungs, esophagus, stomach, liver, pancreas, small and large intestine, kidney, adrenal gland, ureter, bladder, and the urethra
- 6-3. Assessment of the chest organs and abdominal organs injury: The level of the chest organs and abdominal organs injury can be determined by considering all the symptoms and the type of assisted living required, and following the guidelines regarding psychological impairment and nervous system damage.
- 7 7-1. Spinal cord injury "Permanent and significant injury to spinal cord" refers to the myotonias of the neck vertebrae, or when the range of front-back and left-right bending motion and left-right circling motion is below 1/2 of normal range.
- 8 8-1. "Loss of hand digits" refers to:
- (1) The severing of the thumb at the thumb interphalangeal joint
  - (2) The severing of other fingers at the proximal interphalangeal joint
- 8-2. If the use of digits is still permanently lost after reattachment surgery, the digits are still considered to be lost. This rule also applies to toes.
- 8-3. After the reattachment of the thumb, even if its functions remain normal, the thumb is still considered to be lost if the loss of thumb was in accordance of the disability guidelines.
- 9 9-1. "Permanent function loss of shoulder, elbow and wrist joint of one upper limb" refers to the total disability of one upper limb, including:
- (1) The myotonias or complete paralysis of the shoulder, elbow, and wrist joints of the same upper limb, and the total disability of all five fingers.
  - (2) The myotonias or complete paralysis of the shoulder, elbow and wrist joints.
- 9-2. "Permanent and significant motor function impairment of shoulder, elbow and wrist joints" refers to the significant motor function impairment of the joints of the same upper limb, including:
- (1) Permanent and significant motor function impairment of the shoulder, elbow and wrist joints of the same limb, and the total disability of all five fingers.
  - (2) Permanent and significant motor function impairment of the shoulder, elbow and wrist joints of the same limb.
- 9-3. The level of damage of joint injury is assessed by the maximum range of physiological movement:
- (1) "Function loss" refers to the myotonias or complete paralysis of the joints .
  - (2) "Significant motor function impairment" refers to the loss of range of physiological movement by 1/2 or more.
  - (3) "motor function impairment" refers to the loss of range of physiological movement by 1/3 or more.
- 9-4. The assessment of range of physiological movement:
- (1) When the cause and extent of the impairment is obvious, the range of physiological movement should be assessed by the range of active exercises. If the cause and extent of the impairment is not obvious, then the range of physiological movement should assessed by the probable range of physiological movement.
  - (2) The range of physiological movement of patients in casts should be determined after considering the possible extent of recovery 9-5. Please refer to the diagrams for the name of upper and lower limb joints
- 10 10-1. "Permanent loss of fingers functions" refers to:
- (1) The loss of range of physiological movement by 1/2 or more in one of the thumb joints
  - (2) The loss of range of physiological movement by 1/2 or more in the metacarpophalangeal joints and proximal interphalangeal joint
  - (3) The severance of the thumb or other fingers by 1/2 of its length or more

- 11 11-1. To determine the length of shortening, the distances between the anterior superior iliac spine and the bottom of the medial malleolus of both legs should be measured and compared.
- 12 12-1. "Loss of toe" refers the severance of toe from the metatarsophalangeal joint.
- 13 13-1. "Permanent function loss of hip, knee and ankle joints" refers to the disability of one lower limb, including:  
 (1) The myotonias or complete paralysis of the three major joints of the same lower limb, and the total disability of five toes.  
 (2) The myotonias or complete paralysis of the three major joints of the same lower limb.
- 13-2. The assessment of "loss of functions", "significant motor function impairment", and "motor function impairment" of the lower limbs follows the same guidelines as those of upper limbs.
- 14 14-1. "Permanent function loss of toes" refers to:  
 (1) The severance of the big toe by 1/2 or more, or at the metatarsophalangeal joint; the loss of range of physiological movement by 1/2 or more.  
 (2) The severance of the 2nd toe at the second distal interphalangeal joint; the loss of range of physiological movement by 1/2 at the metatarsophalangeal joint or the proximal interphalangeal joint.  
 (3) The severance of the third, fourth, or fifth toe at the distal interphalangeal joint or myotonias at the metatarsophalangeal or the second proximal interphalangeal joint.
- 15 15-1. The assessment of permanent function loss and significant impairment should be conducted after six months of treatment since the day of the accident. However, this rule does not apply to cases where the permanent function loss and significant impairment can be identified immediately..

#### Burning Disfigurement Scale

Class	No.	International Code	Burning Level	% of sum insured
1	1	948.7-948.9	70% of whole body (3rd class)	100%
2	2	948.5-948.6	50%-69% of whole body (3rd class)	75%
3	3	948.3-948.4	30%-49% of whole body (3rd class)	50%
4	4	948.2	20%-29% (3rd class)	35%
4	5	941.5	Face & Head burn injury, death of inner tissues and partial bodily injury	35%
5	6	940	Eyes & ancillary organ burn injury	5%

備查文號：100.01.18 一產水字第 1000042 號函備查

### 第一產物船體保險 Medical Expense (Accident) Endorsement (for use in conjunction with KA Form)

It is hereby understood and agreed that the Medical Expenses provision appearing at the foot of the Schedule of Compensation is deemed to be deleted and replaced by the following:

#### MEDICAL EXPENSES

Medical Expenses incurred within twelve months of the date of an Accident in respect of accidental Bodily Injury sustained by an Insured Person during the period of this Insurance will be paid in addition by the

Underwriters Maximum \_\_\_\_\_% of Sum Insured any one claim each Insured Person and excluding the first NT\$ \_\_\_\_\_ - each Insured Person of each and every claim.

**However, if in respect of such Medical Expenses the Assured or the Insured Person shall recover any payment under any other insurance, the Underwriters hereon shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding the limit expressed above.**

備查文號：100.01.18 一產水字第 1000043 號函備查

### 第一產物船體保險Disappearance Clause (NMA1442)

IN CONSIDERATION of the premium paid hereon it is hereby agreed that, subject to all the terms, limitations, conditions and exclusions of this Insurance except as specifically provided herein, if the Insured Person disappears during the currency of this Insurance and his body is not found within \_\_\_\_\_ after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

備查文號：100.01.18 一產水字第 1000044 號函備查

### 第一產物船體保險Nuclear / Radioactive Exclusion Clause **(for attachment to Personal Accident and/or Illness Policies)**

This Insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation  
or radioactive contamination.

12/03 LSW1210

備查文號：100.01.18 一產水字第 1000045 號函備查

### 第一產物船體保險JHA War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this insurance/reinsurance (delete as applicable), or any endorsement thereto, it is agreed that this insurance/reinsurance (delete as applicable) excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, 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 or expense;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,

10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
15. Terrorist activity.

For the purpose of this exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

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

**JHA 27/11/01**

備查文號：100.01.18      一產水字第 1000046 號函備查

### 第一產物船體保險Premium Payment Warranty Clause

It is a condition of this contract of insurer that the premium due at inception must be paid to and received by insurer in \_\_\_\_\_ days.

If this condition is not complied with then this contract of insurer shall terminate on the above date with the insured hereby agreeing to pay premium calculated at not less than pro rata temporis.

備查文號：100.03.01      一產水字第 1000149 號函備查

## 第一產物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 resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

備查文號：100.05.03 一產水字第 1000317 號函備查

## 第一產物 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 guaranty 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 said brands, trademarks or guaranty.

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.

備查文號：100.05.03 一產水字第 1000318 號函備查

## 第一產物 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.

備查文號：101.02.16 一產水字第 1010077 號函備查

## 第一產物Appraisal Clause

If the Assured and Underwriters fail to agree as to the amount of loss, each, on the written demand of the other, made within sixty (60) days after receipt of proof of loss by the Underwriters, 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 fifteen (15) days to agree, then, on the request of the Assured or the Underwriters, such umpire shall be selected by a judge of a court of record in the State 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 Underwriters 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.

備查文號：101.02.16 一產水字第 1010078 號函備查

## 第一產物Expediting Expense Clause

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

The cumulative costs of repairs plus other charges do not exceed the insured value of the damaged item(s).

備查文號：101.02.16 一產水字第 1010079 號函備查

### **第一產物 Inland Transit Special Agreement**

Hereby this Policy agrees and declares that the Insured shall request the Inland carriers, upon receipt of the insured interests/cargos, who shall be sound equipped with any burglary protection and anti-robbery countermeasures in their transportation vehicles while transit, Provided that there is any temporary storage need, the inland carriers shall keep the insured interests/cargos in the closed building or fenced car park underlock and key with 24 hours security and/or guard watch.

The Company(Insurer)is not liable for any burglary/theft/robbery losses and damages arising out of the unattended vehicles parking on the roadside or failing to comply with the above-mentioned requirements.

備查文號：101.03.01 一產水字第 1010126 號函備查

### **第一產物 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.

備查文號：101.03.21 一產水字第 1010174 號函備查

### **第一產物 Loading and Unloading Clause**

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.

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 of the Insured Property
- (c) Movement of insured interest under own power.

備查文號：101.04.30 一產水字第 1010350 號函備查

### **第一產物 Nominated Adjusters Clause**

For the assessment and adjustment of a loss, only one of the following adjusters shall be appointed under the mutual agreement between the insured and the insurers.

備查文號：101.04.30 一產水字第 1010352 號函備查

### **第一產物 Payment on Account Clause**

It is hereby agreed and declared that progress payments on account of any loss recoverable under this Policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report by the loss adjuster (if appointed) provided that such

Payments are deducted from the finally agreed claim settlement figures.

備查文號：101.05.16 一產水字第 1010372 號函備查

## **第一產物 Fire Brigade Charges And Extinguishing Expense Clause**

The insurance extends to cover the following expenses resulting from a loss or damage insured under the policy :

- (a) fire brigade charges and other extinguishing expenses for which the Insured may be assessed;
- (b) loss of fire extinguishing material expended

備查文號：101.06.01 一產水字第 1010409 號函備查

## **第一產物 Salesperson's Sample**

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.

備查文號：101.06.01 一產水字第 1010411 號函備查

## **第一產物 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 insured 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 insured:

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 insured 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

insured 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 insured 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) insured 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 insured against by this Contract.

備查文號：101.09.19 一產水字第 1010831 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010832 號函備查

### **第一產物 Captions Clause**

The Captions to the Clauses set forth herein are for reference purposes only and shall not be deemed to form part of this policy.

備查文號：101.09.19 一產水字第 1010833 號函備查

### **第一產物 Currency Clause**

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

備查文號：101.09.19 一產水字第 1010834 號函備查

### **第一產物 Contracts (Right of Third Parties) Act 1999 Exclusion Clause(Cargo)**

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss paye 備查文號：101.09.19 一產水字第 1010835 號函備查

### **第一產物 Claim Preparation Clause**

Notwithstanding anything herein contained to the contrary it is a condition precedent to any liability under this Policy that :-

- (a) The assured shall upon knowledge of any loss which may give rise to a claim under this policy advise the Underwriters as soon as practicable.
- (b) The assured shall furnish the Underwriters with all information available respecting such loss or losses and shall co-operate with the Underwriters in the adjustment and settlement thereof.
- 備查文號：101.09.19 一產水字第 1010836 號函備查

### **第一產物 Full Value Reporting Clause**

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 even though the sum insured may be less than the contributing value or actual value of the goods and/or merchandise.

備查文號：101.09.19 一產水字第 1010837 號函備查

### **第一產物 Inspection of Records**

This Company shall have the privilege, at any time during business hours, to inspect the records of the Assured as respects shipments coming within the terms of this policy.

備查文號：101.09.19 一產水字第 1010838 號函備查

### **第一產物 Optional Insuring Conditions Clause**

Notwithstanding the insuring conditions specified herein, the Assured is privileged to declare shipments subject to insuring conditions differing from those herein providing that such different insuring conditions are not intended to insure against risks not covered by this policy unless specifically agreed to by these Assurers. Additional premium or premium credit for optional insuring conditions to be agreed.

備查文號：101.09.19 一產水字第 1010839 號函備查

### **第一產物 Payment of Loss Clause**

In case of loss, such loss to be paid in as arranged 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.

備查文號：101.09.19 一產水字第 1010840 號函備查

### **第一產物 Premiums Clause**

The company is entitled to premiums, at rates as agreed on all risks covered herein whether reported or not.

### **第一產物 Special Policies/Issuance of Certificates Clause**

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 of Record for transmittal to this Company.

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.

備查文號：101.09.19 一產水字第 1010852 號函備查

### **第一產物 Subrogation Clause**

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..

備查文號：101.09.19 一產水字第 1010853 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010854 號函備查

### **第一產物 Control of Damaged Merchandise Clause**

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.

備查文號：101.09.19 一產水字第 1010855 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010856 號函備查

### **第一產物 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 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.

備查文號：101.09.19 一產水字第 1010857 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010858 號函備查

### 第一產物 Duty, Taxes, etc. Clause

The Assurer agrees to pay duties, value added taxes (V.A.T.) and other like charges 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.

備查文號：101.09.19 一產水字第 1010859 號函備查

### 第一產物 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 10% of the recovered claim amount.

### **第一產物 Replacement by Air Clause**

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

備查文號：101.09.19 一產水字第 1010871 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010872 號函備查

### **第一產物 Shipping Expense Clause**

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.

備查文號：101.09.19 一產水字第 1010873 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010874 號函備查

### **第一產物 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.

備查文號：101.09.19 一產水字第 1010875 號函備查

## **第一產物 72 Hours Clause**

Any loss of or damage to the insured property arising during any one period of 72 consecutive hours, caused by storm, flood, typhoon, tsunami or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the deductibles and limits provided for herein. For the purpose of the foregoing the commencement of any such 72 hour period shall be decided at the discretion of the Assured it being understood and agreed, however, that there shall be no overlapping in any two or more such 72 hour periods in the event of damage occurring over a more extended period of time.

備查文號：101.09.19 一產水字第 1010876 號函備查

## **第一產物 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.

備查文號：101.09.19 一產水字第 1010877 號函備查

## **第一產物 Cancellation Clause**

Subject to sixty (60) days written Notice of Cancellation, at last known address, by either party for Marine Risks.

Subject to forty-eight (48) hours written or telegraphic Notice of Cancellation, at last known address, by either party for War Risks, Strikes, Riots, and Civil Commotions.

Notwithstanding the foregoing, these Underwriters may effect ten (10) days written Notice of Cancellation, at last known address, at any time when any premium is past due.

Notice, if given, not to apply to any risks which shall have commenced or been dispatched prior to termination of such notice.

備查文號：101.09.19 一產水字第 1010878 號函備查

## **第一產物 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 the VALUATION CLAUSE.

備查文號：101.09.19 一產水字第 1010879 號函備查

## **第一產物 Other Insurance**

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.

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.

備查文號：101.09.19 一產水字第 1010880 號函備查

### **第一產物 Stockthruput 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 list of Locations Approved by This Company as attached herein.
2. 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.
3. 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.
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) 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
  - (d) REPAIRED GOOD AND/OR MECHANDISE: Valued at Actual Cash Value
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 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;

- 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;
  - (d) Risks excluded by the Clause Paramount Nuclear Exclusion Clause contained in this Contract.
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 USD2,000.- 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 5% subject to a minimum deductible of USD25,000. 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 5% subject to a minimum deductible of USD25,000. 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. All flood that occurs within any seventy-two (72) hour period will constitute a single flood. The expiration of this Policy will not reduce the seventy-two (72) hour period.
  - (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 5% subject to a minimum deductible of USD25,000. 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. All wind that occurs within any seventy-two (72) hour period will constitute a single wind. The expiration of this Policy will not reduce the seventy-two (72) hour period.
  - (d) WIP (Working in Progress) Loss for Taiwan's Factory only: NT\$10,000,000 any one loss or occurrence.
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 within 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).

備查文號：101.10.15 一產水字第 1010911 號函備查

1/1/09

## INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

### 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 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 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 subject-matter 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.*

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1/1/09

## **INSTITUTE WAR CLAUSES (AIR CARGO)**

(excluding sendings by Post)

### **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 strike 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.

#### 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 subject-matter 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 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 maybe 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.*

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## **INSTITUTE STRIKES CLAUSES (AIR CARGO)**

### **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 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

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. 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 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 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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1/3/09

## **INSTITUTE WAR CLAUSES (Sendings by Post)**

### **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.

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### TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

**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 overseaside of the subject-matter

insured from the oversea 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.

### **第一產物 Warehouse, 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.

備查文號：101.10.22 一產水字第 1010925 號函備查

### **第一產物 Financial Statement Agreement Clause**

Underwriter 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 office(s) but physically located at overseas location(s) under this policy.

備查文號：101.10.22 一產水字第 1010926 號函備查

### **第一產物 Extra Charges**

In the event of any part of the subject-matter insured sustaining damaged for which the Insurers are liable the

indemnity provided by this policy is extended to include:

- (a) cost necessarily incurred for delivery of any party or parts by express or special delivery;
- (b) in the execution of authorized repairs for labor over time costs necessary to expedite repairs including Sunday, Holiday and Nightwork.

The total liability under this policy for both loss to subject-matter and extra charges shall not exceed the insured

value of the complete machine.

備查文號：101.10.22 一產水字第 1010927 號函備查

### **第一產物 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 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 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 ASSURER, the ASSURED agrees to reimburse the Company for the full amount of the loss that the Company pays, including loss adjustment expenses

caused by such variation under such Certificate of Insurance.

備查文號：101.10.22 一產水字第 1010928 號函備查

### 第一產物 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 the conditions on which any Certificates and Policies may be issued pursuant

to the foregoing, the Assured named herein shall continue to enjoy the full protection of this Contract.

備查文號：101.12.01 一產水字第 1011051 號函備查

1/6/88

### 第一產物 Institute Clauses for Builder's Risks

(This insurance is subject to English law and practice)

VESSEL.....PER SCHEDULE.....Contract or Yard no.....

BUILDERS.....PER SCHEDULE.....

BUILDER'S YARDS.....PER SCHEDULE.....

#### **SUBJECT OF INSURANCE**

(Where more than one part of the subject-matter insured is described in Section I(A), Section I(B) or Section II below, then the respective

wording of Section I(A), Section I(B) or Section II shall be applied to each part separately.)

SECTION I. Provisional Period .....from.....but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

(A) HULL and MACHINERY etc. under construction at the yard or other premises of the Builders.

Description	Contract or Yard no.	Provisionally valued at	To be built at/by
<b>PER SCHEDULE</b>			

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place

Of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of

each item of this sub-section (A) which is at such locations shall attach from the time;-

- (I) of inception of this Section I if such item has already been allocated to the Vessel;
- (II) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;
- (III) of allocation by Builders if allocated after inception of this Section I.

(B) MACHINERY etc. insured hereon whilst under construction by Sub-Contractors.

Description	Contract or Yard no.	Provisionally valued at	To be built at/by
<b>PER SCHEDULE</b>			

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time:--

- (I) of inception of this Section I if such item has already been allocated to the Vessel;
- (II) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;
- (III) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section (B) is also covered whilst:--

- (a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;
- (b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

SECTION II. Provisional Period .....from.....  
but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

MACHINERY etc. insured hereon from delivery to Builders.

Description	Contract or Yard no.	Provisionally valued at	To be built at/by
<b>PER SCHEDULE</b>			

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this Section II shall attach from the time of delivery to Builders.

**1. INSURED VALUE**

- 1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus .....XXX..... % whichever is the greater, of the subject-matter of this insurance shall be the insured value.
- 1.2 Should the insured value, determined as above,
  - 1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase, or
  - 1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.
- 1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same

event.

1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the Vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

## **2. TRANSIT**

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

## **3. DELAYED DELIVERY**

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

## **4. DEVIATION OR CHANGE OF VOYAGE**

Held covered in case of deviation or change of voyage, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

## **5. PERILS**

5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITION AND EXCLUSIONS this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

## **6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

## **7. POLLUTION HAZARD**

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## **8. FAULTY DESIGN**

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

## **9. NAVIGATION**

9.1 With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

9.2 Any movement of the Vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

## **10. DEDUCTIBLE**

- 10.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 13, 17, 19 and 20) exceeds ..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 10.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 20 arising from the same accident or occurrence.
- 10.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.
- 10.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.
- 10.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 11. UNREPAIRED DAMAGE

- 11.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.
- 11.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.
- 11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

## 12. CONSTRUCTIVE TOTAL LOSS

- 12.1 In ascertaining whether the subject-matter insured is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value shall be taken into account.
- 12.2 No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13. GENERAL AVERAGE AND SALVAGE

- 13.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.
- 13.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.
- 13.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX

and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

13.4 No claim under this Clause 13 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

#### 14. NOTICE OF CLAIM

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

#### 15. CHANGE OF INTEREST

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

#### 16. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

#### 17. COLLISION LIABILITY

17.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons

by reason of the Assured becoming legally liable by way of damages for

17.1.1 loss of or damage to any other vessel or property on any other vessel

17.1.2 delay to or loss of use of any such other vessel or property thereon

17.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with

any other

vessel.

17.2 The indemnity provided by this Clause 17 shall be in addition to the indemnity provided by the other terms and conditions

of this insurance and shall be subject to the following provisions:

17.2.1 Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability

of one or both vessels becomes limited by law, the indemnity under this Clause 17 shall be calculated on

the

principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such

proportion

of each other's damages as may have been properly allowed in ascertaining the balance or sum payable

by or to

the Assured in consequence of the collision.

17.2.2 In no case shall the Underwriters' total liability under Clause 17.1 and 17.2 exceed their proportionate part of the

insured value of the Vessel hereby insured in respect of any one such collision.

17.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in

contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

#### EXCLUSIONS

17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of

17.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

17.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

17.4.3 the cargo or other property on, or the engagements of, the insured Vessel

17.4.4 loss of life, personal injury or illness

17.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

## 18. SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 19. PROTECTION AND INDEMNITY

- 19.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as Owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matter or things and arises from an accident or occurrence during the period of this insurance:
- 19.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 17.
- 19.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same.
- 19.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port
- 19.1.4 loss of life, personal injury, illness or payments made for life salvage.
- 19.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:
- 19.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea
- 19.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore
- 19.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer member or crew
- 19.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 19.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

## EXCLUSIONS

- 19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:
- 19.3.1 any direct or indirect payment of the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repairs

- 19.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement
- 19.3.3 punitive or exemplary damages, however described
- 19.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
- 19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the Vessel
- 19.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured
- 19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member
- 19.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member
- 19.3.9 fines or penalties arising from overloading or illegal fishing
- 19.3.10 pollution or contamination of any real or personal property or thing whatsoever.
- 19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 19.6 In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.
- 19.7 PROVIDED ALWAYS THAT
- 19.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19
- 19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.

## 20. DUTY OF ASSURED (SUE AND LABOUR)

- 20.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
- 20.2 Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as minimizing provided for in Clause 20.4) collision defence or attach costs and costs incurred by the Assured in avoiding, or contesting liability covered by Clause 19 are not recoverable under this Clause 20.
- 20.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 20.4 When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured and other property and there are

no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of

The expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as

Having been incurred in respect of the subject-matter insured.

20.5 The sum recoverable under this Clause 20 shall be in addition to the loss otherwise recoverable under this insurance

but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

**The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

## **21. WAR EXCLUSION**

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

21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent

power

21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any

attempt thereat

21.3 derelict mines torpedoes bombs or other derelict weapons of war.

## **22. STRIKES EXCLUSION**

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

22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion

22.2 any terrorist or any person acting from a political motive.

## **23. MALICIOUS ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from

23.1 the detonation of an explosive

23.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

## **24. NUCLEAR EXCLUSION**

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

from

24.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the

the

combustion of nuclear fuel

24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear

component

thereof

24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

備查文號：101.12.01 一產水字第 1011053 號函備查

1/6/88

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## **第一產物 Institute Strikes Clauses**

### **Builders' Risks**

This insurance is subject to English law and practice

## **1 PERILS**

Subject always to the exclusions hereinafter referred to, this insurance covers 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 maliciously or from a political motive.

## **2 PROTECTION AND INDEMNITY**

This insurance also covers, subject to the limitation of liability provided for in Clauses 19.5 and 19.6 of the Institute

Clauses for Builders' Risks 1/6/88, the liability under Clause 19 of the Institute Clauses for Builders' Risks 1/6/88 which is excluded by Clause 22.1.

### 3 INCORPORATION

The Institute Clauses for Builders' Risks 1/6/88 are deemed to be incorporated in this insurance, in so far as they do not conflict with the provisions of these clauses, but this insurance excludes any claim which would be recoverable under the said clauses.

### 4 RETURNS OF PREMIUM

No return of premium hereunder unless specially agreed.

### 5 EXCLUSIONS

This insurance excludes

- 5.1 any loss of or damage to the subject-matter insured covered by the Institute War Clauses Builders' Risks 1/6/88
- 5.2 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974
- 5.3 piracy (but this exclusion shall not affect cover under Clause 1.1)
- 5.4 any claim based upon loss of or frustration of any voyage or contract for sale or other adventure.

**The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

### 6 WAR EXCLUSION

In no case shall this insurance cover 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.

### 7 NUCLEAR EXCLUSION

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

- 7.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 7.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 7.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

CL. 350.

備查文號：101.12.01 一產水字第 1011055 號函備查

## **第一產物 Contracts (Right of Third Parties) Act 1999 Exclusion Clause**

Neither this policy nor any document issued pursuant to this policy shall confer any benefit on any third parties.

No third party may enforce any terms of this policy or of any provision contained in any document issued under

this policy. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this policy, including the Schedule or any other document issued pursuant thereto.

This clause shall not affect the rights of the Assured (As assignee or otherwise) or the rights of any loss payee.

JH2000/007

13 June 2000

備查文號：102.01.02 一產水字第 1020009 號函備查

## **第一產物遊艇意外責任險（101公會版）**

### **第一條：定義**

本保險契約所稱遊艇及其遊樂活動悉依船舶法及遊艇管理規則規定辦理。

### **第二條：承保範圍**

本保險承保被保險人在保險期間內合法使用或管理被保險遊艇，因從事遊艇活動發生意外事故，致遊艇乘員傷亡，依法應由被保險人負賠償責任而受賠償請求時，由保險人對被保險人負賠償責任。

被保險人為遊艇乘員時，視同為乘員。

### 第三條：一般不保事項

保險人不保因下列事項所致之損害賠償責任：

- 1、被保險人故意行為所致者。
- 2、海上或陸上颱風警報發佈時起至解除後 24 小時內，仍出航從事遊艇活動。
- 3、戰爭或類似戰爭行為、敵人入侵、內戰、革命、叛亂、捕獲、扣押、拘管、禁制、沒收、充公、徵用、恐怖份子、劫掠行為，包括碰及遺棄之水雷、魚雷或遭砲彈擊中者。
- 4、罷工、暴動或民眾騷擾所致者。
- 5、核子分裂或輻射作用所致者。
- 6、各種型態之污染所致者。
- 7、遊艇活動超出主管機關所訂之航行區域，或在公告管制地區內所發生之賠償責任。
- 8、被保險遊艇違法使用、違規超載、或其他違反主管機關有關之規定者。

### 第四條：每次航程效力

本保險所承保之意外事故，其保險有效期間自遊艇乘員上艇時開始，至遊艇活動結束返航至最終目的地下艇時終止，包括上下艇時所發生之意外事故，但不包括停航期間或岸上等待上艇人員之意外事故。

### 第五條：乘客

本保險所稱之乘員係指遊艇管理規則或其他相關法規所規定之乘員。

### 第六條：保險金額

本保險契約所載「每一個人身體傷亡之保險金額」係指在任何一次意外事故內，對每一個人傷亡，個別所負之最高賠償金額，若在同一意外事故內，傷亡人數超過一人時，保險人之賠償責任，係以保險單所載「每一意外事故傷亡」之保險金額為限。但應受下列約定之限制：

每一個人意外傷害醫療，須檢附合格公、私立醫院開立之正本收據，實報實銷，但最高仍以保險金額百分之十為限。

本保險契約所載「保險期間最高賠償金額」係指在本保險有效期間內所負之累

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金額

時，保

高賠償金額，凡賠償請求次數超過一次時，被保險人應於開始營運前立即通知人補齊「保險期間最高賠償金額」之差額，並繳付差額保險費，以足額保障被保險人依法應負之賠償責任。  
保險人依本保險契約之規定對被保險人負賠償責任時，以保險契約所載之保險金額為限。若被保險人能以較少金額解決者，保險人得以該較少之金額賠償之。  
凡臨時經主管機關核准搭載，超過原核定承載最高人數限制而發生意外事故時，保險人對該次損失負比例賠償責任。

#### **第七條：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，保險人得於知悉後一個月內解除契約，其危險發生後亦同。但要保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。

#### **第八條：速率限制**

者不

被保險遊艇行駛之最高速率，不得超過主管機關所訂之航速限制，但另有約定者不在此限。

#### **第九條：保險費之繳付**

要保人應於保險契約訂立時，向保險人所在地或其指定地點繳付保險費，保險人應簽發正式收據為憑。

#### **第十條：保險期間展延**

保險期間屆滿時，而要保人未辦理續保時，若被保險遊艇尚在航行或遭遇意外事故停留避難港或中途港，保險人同意於事先接獲被保險人之展延通知時，繼續展延本保險之保險期間，至該船安全到達目的港為止，並按月計收其應加之保險費，其未滿一個月者按一個月計算。

#### **第十一條：保險契約終止**

本保險契約雙方不得任意終止，但有下列情形者，保險人得終止保險契約：

- 1、被保險遊艇執照繳銷、吊銷、註銷或因停駛而繳存者。
- 2、被保險遊艇報廢或由政府收購者。
- 3、被保險遊艇出售轉讓者。

讓者。

終止契約時，其未滿期之保險費，按日計退。

#### **第十二條：出售轉讓**

被保險遊艇經出售轉讓他人時，若被保險遊艇正在航行者，經保險人同意，得將

保險契約效力展延至該艇到達最終目的港為止，再按日計退保險費。

### 第十三條：通知義務

發生本保險單所承保之意外事故時，被保險人應依下列規定處理：

- 1、於知悉後應以最迅速方式通知保險人。
- 2、立即採取必要合理措施以減少損害。
- 3、於知悉有被起訴或被請求賠償時，應將所收到之各項文件影本送交保險人。

### 第十四條：賠償責任之約定

被保險人對本保險單所承保範圍內之賠償責任，應遵守下列約定：

- 1、除必須之急救費用外，被保險人就其責任所為之承認、和解或賠償須經保險人參與或事先同意。
- 2、被保險人於取得各項有關賠償文件後（包括遊艇證書、駕船執照等），得向保險人請求賠償。保險人亦得經被保險人書面通知，直接對第三人為賠償給付。
- 3、被保險人或其代理人，對於賠償請求，如有任何詐欺、偽報情事時，保險人不負賠償責任。

### 第十五條：和解或抗辯

被保險人因發生本保險契約所承保之意外事故，致被起訴或受賠償請求時：

- 1、保險人得經被保險人之委託，就民事部份，以其名義代為進行和解或抗辯，所生費用由保險人負擔，被保險人有協助處理之義務。但非保險人故意或過失而應賠償之金額超過保險金額者，其各項和解或抗辯所生之費用，由保險人及被保險人依保險金額與超過金額之比例分攤之。但若保險人同意依保險金額欄之約定賠付仍不能達成和解者，其再衍生之各項費用保險人不再攤付。
- 2、被保險人因處理民事賠償所生之費用，事前經保險人同意者，保險人應予償付。但因刑事責任被控時，所生之一切費用，應由被保險人自行負擔。

### 第十六條：仲裁

保險人與被保險人對賠償金額發生爭議時，得交付仲裁，其程序及費用等，依中華民國仲裁法辦理。

### 第十七條：代位權

對本保險所承保意外事故之發生，若依法另有應負賠償責任之第三人時，被保險人不得擅自對該第三人免除責任或拋棄追償權。保險人於賠付後依法取得代位權。

## 第十八條：其他保險

本保險契約所承保之賠償責任，如另有其他保險重複承保時，保險人對於該賠償責任，僅負比例分攤之責。

## 第十九條：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。

備查文號：102.01.21 一產水字第 1020051 號函備查

# 第一產物 Institute Time Clauses– Hull (1/10/83)

1/10/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE TIME CLAUSES

### HULLS

**This insurance is subject to English law and practice**

<b>1 NAVIGATION</b>	1
1.1 The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail	2
or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it	3
is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place	4
when in need of assistance, or undertake towage or salvage services under a contract previously arranged	5
by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude	6
customary towage in connection with loading and discharging.	7
1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging	8
at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable	9
under this insurance for loss of or damage to the Vessel or liability to any other vessel arising from such	10
loading or discharging operations, including whilst approaching, lying alongside and leaving, unless	11
previous notice that the vessel is to be employed in such operations has been given to the Underwriters	12
and any amended terms of cover and any additional premium required by them have been agreed.	13
1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b)	14
sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing	15
shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is	16
sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of	17
cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall	18
affect claims under Clauses 8 and/or 11.	19
<b>2 CONTINUATION</b>	20
2.1 Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call,	21
she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly	22
premium to her port of destination.	23
<b>3 BREACH OF WARRANTY</b>	24

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them he agreed.	25
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	27
<b>4 TERMINATION</b>	28
<b>This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.</b>	29
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Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of	31
4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or	32
expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be	33
deferred until arrival at her next port. However where such change, suspension, discontinuance or	34
withdrawal of her Class has resulted from loss or damage covered by Clause 6 of this insurance or which	35
would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses	36
Hulls-Time such automatic termination shall only operate should the Vessel sail from her next port	37
without the prior approval of the Classification Society,	38
4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a	39
bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board	40
and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if	41
required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of	42
discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title	43
or use without the prior execution of a written agreement by the Assured, such automatic termination	44
shall occur fifteen days after such requisition whether the Vessel is at sea or in port.	45
A pro rata daily net return of premium shall be made.	46
<b>5 ASSIGNMENT</b>	47
No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to	48
be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the	49
Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with	50
such endorsement is produced before payment of any claim or return of premium thereunder	51
<b>6 PERILS</b>	52
6.1 This insurance covers loss of or damage to the subject-matter insured caused by	53
6.1.1 perils of the seas rivers lakes or other navigable waters	54
6.1.2 fire, explosion	55
6.1.3 violent theft by persons from outside the Vessel	56
6.1.4 jettison	57
6.1.5 piracy	58
6.1.6 breakdown of or accident to nuclear installations or reactors	59
6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or	60
harbour equipment or installation	61
6.1.8 earthquake volcanic eruption or lightning.	62

6.2	This insurance covers loss of or damage to the subject-matter insured caused by	63
6.2.1	accidents in loading discharging or shifting cargo or fuel	64
6.2.2	bursting of boilers breakage of shafts or any latent defect in the machinery or hull	65
6.2.3	negligence of Master Officers Crew or Pilots	66
6.2.4	negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder	67
6.2.5	barratry of Master Officers or Crew,	68
	provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.	69
		70
6.3	Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.	71
		72
<b>7</b>	<b>POLLUTION HAZARD</b>	73
	This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the	74
	powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to	75
	the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority	76
	has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them	77
	to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within	78
	the meaning of this Clause 7 should they hold shares in this Vessel.	79
<b>8</b>	<b>3/4THS COLLISION LIABILITY</b>	80
8.1	The Underwriters agree to indemnify the Assured for three-fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages. for	81
		82
		83
8.1.1	loss of or damage to any other vessel or property on any other vessel	84
8.1.2	delay to or loss of use of any such other vessel or property thereon	85
8.1.3	general average of, salvage of, or salvage under contract of, any such other vessel or property thereon,	86
		87
	where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.	88
		89
8.2	The indemnity provided by this Clause 8 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:	90
		91
8.2.1	Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 8 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.	92
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		96
8.2.2	In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of three-fourths of the insured value of the Vessel hereby insured in respect of any one collision	97
		98
8.3	The Underwriters will also pay three-fourths of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the	99
		100

prior written consent of the Underwriters.	101
EXCLUSIONS	102
8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or	103
in respect of	104
8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever	105
8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels	106
8.4.3 the cargo or other property on, or the engagements of, the insured Vessel	107
8.4.4 Loss of life, personal injury or illness	108
8.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with	109
which the insured Vessel is in collision or property on such other vessels).	110
<b>9 SISTERSHIP</b>	111
Should the Vessel hereby insured come into collision with or receive salvage services from another vessel	112
belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same	113
rights under this insurance as they would have were the other vessel entirely the property of Owners not interested	114
in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services	115
rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.	116
<b>10 NOTICE OF CLAIM AND TENDERS</b>	117
10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be	118
given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so	119
that a surveyor may be appointed to represent the Underwriters should they so desire.	120
10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or	121
repair (the actual additional expense of the voyage arising from compliance with the Underwriters	122
requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or	123
a repairing firm.	124
10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the	125
Vessel. Where such a tender has been taken and a tender is accepted with the approval of the	126
Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost	127
between the despatch of the invitations to tender required by Underwriters and the acceptance of a tender	128
to the extent that such time is lost solely as the result of tenders having been taken and provided that the	129
tender is accepted without delay after receipt of the Underwriters' approval.	130
Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and	131
stores and wages and maintenance of the Master Officers and Crew or any member thereof, including	132
amounts allowed in general average, and for any amounts recovered from third parties in respect of	133
damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender	134
allowance or any part thereof.	135
Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the	136
Underwriters the allowance shall be reduced by a similar proportion.	137
10.4 In the event of failure to comply with the conditions of this Clause 10 a deduction of 15%	138

shall be made		
	from the amount of the ascertained claim.	139
<b>11 GENERAL AVERAGE AND SALVAGE</b>		140
11.1	This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.	141
11.2	Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.	142
11.3	When the Vessel sails in ballast, not under charter, the provisions 01' the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.	143
11.4	No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.	144
<b>12 DEDUCTIBLE</b>		145
12.1	No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims Under Clauses 8, 11 and 13) exceeds..... in which case this sum shall be deducted. Nevertheless the expense 'of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.	146
12.2	Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period hereunder shall not wholly covered by this insurance the deductible to be applied to the claim recoverable falling within the period of this insurance bears to the number of days of such heavy weather during the single sea passage. The expression "heavy weather" in this Clause 12.2 shall be deemed to include contact with floating ice.	147
12.3	Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the claim unreduced by any recoveries exceeds the above deductible.	148
12.4	Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made,	149

than they	notwithstanding that by the addition of interest the Underwriters may receive a Larger sum	174
	have paid.	175
<b>13 DUTY OF ASSURED (SUE AND LABOUR)</b>		176
13.1	In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such	177
would be	measures as may be reasonable for the purpose of averting or minimising a loss which	178
	recoverable under this insurance.	179
13.2	Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and	180
average, salvage	reasonably incurred by the Assured their servants or agents for such measures. General	181
not recoverable	charges (except as provided for in Clause 13.5) and collision defence or attack costs are	182
	under this Clause 13.	183
13.3	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the	184
abandonment or otherwise	subject-matter insured shall not be considered as a waiver or acceptance of	185
	prejudice the rights of either party.	186
13.4	When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed	187
the Vessel as	the proportion of such expenses that the amount insured hereunder bears to the value of	188
rise to the	stated herein, or to the sound value of the Vessel at the time of the occurrence giving	189
admitted a claim for total	expenditure if the sound value exceeds that value. Where the Underwriters have	190
apply unless the	loss and property insured by this insurance is saved, the foregoing provisions shall not	191
apply only to the	expenses of suing and labouring exceed the value of such property saved and then shall	192
	amount of the expenses which is in excess of such value.	193
13.5	When a claim for total loss of the Vessel is admitted under this insurance and expenses	194
have been	reasonably incurred in saving or attempting to save the Vessel and other property and	195
there are no	proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro	196
rata share of such	portion of the expenses, or of the expenses in excess of the proceeds, as the case	197
may be, as may	reasonably be regarded as having been incurred in respect of the Vessel; but if the	198
Vessel be insured for	less than its sound value at the time of the occurrence giving rise to the expenditure, the	199
amount	recoverable under this clause shall be reduced in proportion to the 1.inder-insurance. ‘	200
13.6	The sum recoverable under this Clause 1) shall be in addition to the loss otherwise	201
recoverable under this	insurance but shall in no circumstances exceed the amount insured under this insurance	202
in respect of the	Vessel.	203
<b>14 NEW FOR OLD</b>		204
	Claims payable without deduction new for old.	205
<b>15 BOTTOM TREATMENT</b>		206
	In no case shall a claim be allowed in respect of scraping gritblasting and/or other	207
of the Vessel's bottom except that	surface preparation or painting	208
15.1	gritblasting and/or other surface preparation of new bottom plates ashore and supplying and	209
applying any	“shop” primer thereto, 210	210

15.2	gritblasting and/or other surface preparation of:	211
	the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the	212
	course of welding and/or repairs,	213
	areas of plating damaged during the course of fairing, either in place or ashore,	214
15.3	supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1	215
	and 15.2 above,	216
	shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.	217
<b>16</b>	<b>WAGES AND MAINTENANCE</b>	218
	No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and	219
	Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel from one port	220
	to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only	221
	for such wages and maintenance as are incurred whilst the Vessel is under way.	222
	<b>17 AGENCY COMMISSION</b>	223
	In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time	224
	and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any	225
	manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform	226
	such services.	227
<b>18</b>	<b>UNREPAIRED DAMAGE</b>	228
18.1	The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation	229
	in the market value of the Vessel at the time this insurance terminates arising from such unrepaired	230
	damage, but not exceeding the reasonable cost of repairs.	231
18.2	In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss	232
	(whether or not covered under this insurance) sustained during the period covered by this insurance or	233
	any extension thereof.	234
18.3	The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at	235
	the time this insurance terminates.	236
	<b>19 CONSTRUCTIVE TOTAL LOSS</b>	237
	19.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the	238
	repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be	239
	taken into account.	240
19.2	No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be	241
	recoverable hereunder unless such cost would exceed the insured value. In making this determination,	242
	only the cost relating to a single accident or sequence of damages arising from the same accident shall be	243
	taken into account.	244
<b>20</b>	<b>FREIGHT WAIVER</b>	245
	in the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of	246
	abandonment has been given or not.	247
<b>21</b>	<b>DISBURSEMENTS WARRANTY</b>	248

21.1	Additional insurances as follows are permitted:	249
21.1.1	Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.	250
21.1.2	Freight, Chartered Freight or Anticipated Freight, insured for lime. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 21.1.1.	251
21.1.3	Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary voyage charter where and an intermediate ballast passage) plus the charges of insurance. In the case of the estimated payment is made on a time basis, the sum permitted for insurance shall be calculated on duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured, which excess insured under 21.1.2 to be taken into account and only the excess thereof may be advanced or shall be reduced as the freight or hire is advanced or earned by the gross amount so earned.	252
21.1.4	Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured.	253
21.1.5	Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 21.1.2 and 2 1.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.	254
21.1.6	Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.	255
21.1.7	Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.	256
21.1.8	Insurance irrespective of amount against: Any risks excluded by Clauses 23, 24, 25 and 26 below.	257
21.2	Warranted that no insurance on any interests enumerated in the foregoing 21 .1.1 to 21.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this	258

warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this	285
insurance without knowledge of such breach.	286
	(continued) 287
<b>22 RETURNS FOR LAY-UP AND CANCELLATION</b>	288
22.1 To return as follows:	289
22.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.	290
22.1.2 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided	291
hereinafter such port or lay-up area is approved by the Underwriters ( with special liberties as allowed )	292 293
(a) .....per cent net not under repair	294
(b) .....per cent net under repair.	295
If the Vessel is under repair during part only of a period for which a return is claimable, the return shall	296
be calculated pro rata to the number of days under (a) and (b) respectively.	297
<b>22.2 PROVIDED ALWAYS THAT</b>	298
22.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period	299
covered by this insurance or any extension thereof	300
22.2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a	301
port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such	302
non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days	303
during which the Vessel is laid up in such hon-approved lay-up area may be added to days in the	304
approved port or lay-up area to calculate a period of 30 consecutive slays and a return shall be allowed	305
for the proportion of such period during which the Vessel is actually laid up in the approved port or	306
lay-up area	307
22.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return	308
shall be allowed for any period during which the Vessel is being used for the storage of cargo or for	309
lightering purposes	310
22.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted	311
accordingly	312
22.2.5 in the event of any return recoverable under this Clause 22 being based on 30 consecutive days which fall	313
on successive insurances effected for the same Assured, this insurance shall only be liable for an amount	314
calculated at pro rata of the period rates 22.1.2 (a) and/or (b) above for the number of days which come	315
overlapping within the period of this insurance and to which a return is actually applicable. Such	316
period shall run, at the option of the Assured, either from the first day on which the Vessel is laid up or	317
22.2.2 the first day of a period of 30 consecutive days as provided under 22.1.2 (a) or (b), or	318
above.	319
<b>The following clauses shall be paramount and shall override anything contained in this insurance inconsistent</b>	320
<b>therewith.</b>	321
<b>23 WAR EXCLUSION</b>	322

In no case shall this insurance cover loss damage liability or expense caused by	323
23.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or	324
against a belligerent power	325
23.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences	326
thereof or any attempt thereat	327
23.3 derelict mines torpedoes bombs or other derelict weapons of war.	328
<b>24 STRIKES EXCLUSION</b>	329
In no case shall this insurance cover loss damage liability or expense caused by	330
24.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	331 332
24.2 any terrorist or any person acting from a political motive.	333
<b>25 MALICIOUS ACTS EXCLUSION</b>	334
In no case shall this insurance cover loss damage liability or expense arising from	335
25.1 the detonation of an explosive	336
25.2 any weapon of war	337
and caused by any person acting maliciously or from a political motive.	338
<b>26 NUCLEAR EXCLUSION</b>	339
In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing	340
atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	341

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## **第一產物 London Blocking and Trapping Addendum**

(For use with Institute War and Strikes Clauses - Hulls - 1/10/83)

It is hereby agreed that the inability of the vessel to sail from any port, Canal Waterway or other place to the high seas for a continuous period of 12 months as a result of the closure of the connecting channel to all vessels of such size or draft is within the term "restraint" appearing in clause 3 of the Institute War and Strikes Clauses - Hulls - 1/10/83 provided that such closure has arisen through the blockage of the waterway

by a warlike act, or act of National Defense.

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## **第一產物 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 resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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## **第一產物 Institute War and Strikes Clause Hull-Time**

This insurance is subject to English law and practice

## 1 PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel 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, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war
- 1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5 any terrorist or any person acting maliciously or from a political motive
- 1.6 confiscation or expropriation.

## 2 INCORPORATION

The Institute Time Clauses — Hull 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses. Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

## 3 DETAINMENT

In the event that the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.

## 4 EXCLUSIONS

This insurance excludes

- 4.1 Loss damage liability or expense arising from
  - 4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
  - 4.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
    - United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China
  - 4.1.3 requisition or pre-emption
  - 4.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered
  - 4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
  - 4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
  - 4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),
- 4.2 loss damage liability or expense covered by the Institute Time Clauses — Hulls

1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,

4.3 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

## 5 TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall

### TERMINATE AUTOMATICALLY

5.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 2.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

5.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

5.2.3 in the event of the Vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

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**This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.**

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## 第一產物 War etc Protection and Indemnity etc Liabilities

1. 1.1. It is further agreed that this insurance is extended to cover in full such claims for Protection and Indemnity.
  - 1.1.1 as per clauses or conditions of the Marine Protection and Indemnity Insurance and/or Entry (with any Lloyd's Underwriters, Companies or Protection and Insurance Associations) in connection with the insured vessel as are excluded or otherwise are not and/or may not be recoverable under such insurance and/or entry by reason of
    - 1.1.1.1 any clause or clauses therein excluding capture, seizure, arrest, restraint or detainment of the consequences thereof or any attempt thereat, hostilities, warlike operations or the consequences thereof whether there be a declaration of war or not, civil war, revolution, rebellion,

Insurrection or civil strife-arising therefrom, mines, torpedoes, bombs or other engines of war, piracy, strikes, lockouts, political or labour disturbances, riots, civil commotions, military or usurped power or acts of persons acting maliciously, or any of them, or

- 1.1.1.2 any conditions therein stating that the insured vessel shall be deemed to be entered in a "War Risks Association"; or
  - 1.1.2 that result from the perils enumerated in the attached War and Strikes Clauses and sabotage and vandalism; or
  - 1.1.3 as are or would be absolutely or conditionally recoverable under the condition of entry in The Britannia Steamship Insurance Association Limited.
2. Should the insurance and/or club entry for Protection and Indemnity Risks in connection with the insured vessel omit and/or exclude any of the protection granted by entry against all Protection and Indemnity Risks with The Britannia Steamship Insurance Association Limited then for the purpose of this insurance such omitted and/or excluded protection shall be deemed to be included in such insurance and/or club entry.
  3. In the event of there being no insurance and/or club entry against Protection and Indemnity Risks it is agreed that for the purpose of this insurance the vessel shall be deemed to be entered for all Protection and Indemnity Risks with The Britannia Steamship Insurance Association Limited.
  4. This insurance is also to cover liability for contractual repatriation expenses of any crew member as a result of any of the risks set forth in the preceding clauses.
  5. Underwriters hereunder agree to waive any right they may have to disclosure of the terms of the insurance and/or club entry against Protection and Indemnity Risks.
  6. All claims under this Policy shall be paid in full and without deduction of franchise even though such claims might impliedly be subject to limit deduction or franchise by reason of the terms of the insurance and/or club entry against Protection and Indemnity Risks.
  7. Any costs incurred, with the consent of the majority, (in amount) of the Underwriters hereunder, in determining the liability of the Assured to any third party (which expression shall include any other Underwriters) to the Assured or the Underwriters hereunder shall be payable by the latter without regard to any sum which may or may not be payable hereunder.
  8. Notwithstanding the provisions of Clause 8, in the event of loss or shipwreck of the vessel from any cause prior to the natural expiry time or automatic termination of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by Underwriters until the crew shall be either discharged or handed at a port or place to which the owners or charterers are required to bring them.
  9. Seaworthiness Admitted.

## 第一產物 Salvage Clause

Any salvage of branded goods and/or merchandise, the Assured's own or held by the Assured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Assured.

In the event a salvage sale is conducted and the Insured deems that identifying brands or labels are to be removed prior to the sale, the cost of such removal will be at the expense of the Insurers.

If such salvage is not disposed of by sale then the value of the salvage shall be deemed to be the Market Value of the goods after brands, labels or names have been removed (where applicable). Alternatively the Assured can elect to have any salvaged goods destroyed under supervision and such goods will then be deemed to have no salvage value and to have been Damaged in circumstances covered by this policy.

## 第一產物 Location and Processing Endorsement - 1

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 Hub List.
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, 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.

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

13. Limits Of Liability and List of Locations Approved by This Company As Attached.

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**第一產物 Stockthroughput Endorsement-1**

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:
  - (A) Raw Materials : shall be valued at replacement cost.
  - (B) Unfinished goods : shall be valued at the Assured's selling price less unincurred expenses.
  - (C) Finished product : shall be valued at the Assured's selling price
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, 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.
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 See Schedule of Locations for details 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 10.0 Percent of the loss subject to a minimum deductible of \$20,000.00 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 \$3,000.00 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 \$3,000.00 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
  15. Special Conditions  
It is understood and agreed the following exclusion is added to this endorsement:
  16. Coverage under this Endorsement excludes:  
Exclude goods/stocks located in the Assured's manufacture site, such as Taiwan, China, DEM, DES, DET For Delta USA/Mexico own locations, it's agreed to cover the goods/stocks not owned by DEM.
  17. New 3rd party hub/warehouse stock value over US\$5,000,000.- under US\$15,000,000.- will be charged additional premium at rate of 0.08% by increased limit with pro-rata basis. New or existing location with stock value exceeding policy limit will be quoted separately.

備查文號：102.04.01 一產水字第 1020259 號函備查

### **第一產物 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 Clause (C) as attached but extended to cover washing overboard, theft, pilferage and non-delivery 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 Underwriters exceed the insured value of the insured good.

## 第一產物 Lloyd's Accident and Illness Policy

1. 1.1. It is further agreed that this insurance is extended to cover in full such claims for Protection and Indemnity.
  - 1.1.1 as per clauses or conditions of the Marine Protection and Indemnity Insurance and/or Entry (with any Lloyd's Underwriters, Companies or Protection and Insurance Associations) in connection with the insured vessel as are excluded or otherwise are not and/or may not be recoverable under such insurance and/or entry by reason of
    - 1.1.1.1 any clause or clauses therein excluding capture, seizure, arrest, restraint or detainment of the consequences thereof or any attempt thereat, hostilities, warlike operations or the consequences thereof whether there be a declaration of war or not, civil war, revolution, rebellion, Insurrection or civil strife-arising therefrom, mines, torpedoes, bombs or other engines of war, piracy, strikes, lockouts, political or labour disturbances, riots, civil commotions, military or usurped power or acts of persons acting maliciously, or any of them, or
    - 1.1.1.2 any conditions therein stating that the insured vessel shall be deemed to be entered in a "War Risks Association"; or
  - 1.1.2 that result from the perils enumerated in the attached War and Strikes Clauses and sabotage and vandalism; or
  - 1.1.3 as are or would be absolutely or conditionally recoverable under the condition of entry in The Britannia Steamship Insurance Association Limited.
2. Should the insurance and/or club entry for Protection and Indemnity Risks in connection with the insured vessel omit and/or exclude any of the protection granted by entry against all Protection and Indemnity Risks with The Britannia Steamship Insurance Association Limited then for the purpose of this insurance such omitted and/or excluded protection shall be deemed to be included in such insurance and/or club entry.
3. In the event of there being no insurance and/or club entry against Protection and Indemnity Risks it is agreed that for the purpose of this insurance the vessel shall be deemed to be entered for all Protection and Indemnity Risks with The Britannia Steamship Insurance Association Limited.
4. This insurance is also to cover liability for contractual repatriation expenses of any crew member as a result of any of the risks set forth in the preceding clauses.
5. Underwriters hereunder agree to waive any right they may have to disclosure of the terms of the insurance and/or club entry against Protection and Indemnity Risks.
6. All claims under this Policy shall be paid in full and without deduction of franchise even though such claims might impliedly be subject to limit deduction or franchise by reason of the terms of the insurance and/or club entry against Protection and Indemnity Risks.

7. Any costs incurred, with the consent of the majority, (in amount) of the Underwriters hereunder, in determining the liability of the Assured to any third party (which expression shall include any other Underwriters) to the Assured or the Underwriters hereunder shall be payable by the latter without regard to any sum which may or may not be payable hereunder.

8. Notwithstanding the provisions of Clause 8, in the event of loss or shipwreck of the vessel from any cause prior to the natural expiry time or automatic termination of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by Underwriters until the crew shall be either discharged or handed at a port or place to which the owners or charterers are required to bring them.

9. Seaworthiness Admitted.

備查文號：102.04.23 一產水字第 1020287 號函備查

## **第一產物 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 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 Original 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.

備查文號：102.04.23 一產水字第 1020289 號函備查

### 第一產物 小三通暨快遞運送理賠附加條款

茲經雙方約定，如貨物運送方式為兩岸小三通或快遞運輸時，當發生意外事故申請理賠，除一般理賠程序外，被保險人必須提供下述文件：

- 一、相關運送人開立之事故證明，惟若有其他第三方之合理且明顯之書面證據，足堪證明保險標的物確係於運輸途中受損者，不在此限；
- 二、若遇貨物遺失、失竊、搶劫、短少或未送達等事故時，被保險人/求償人須檢附事故證明、進口貨物報關單與完稅證明（或可證明貨物係合法進口之文件），並向當地警方報案之相關證明文件。

備查文號：102.05.06 一產水字第 1020391 號函備查

### 第一產物 Institute Yacht Clauses

1/1/85

CL328

This insurance is subject to English Law and Practice

- 1 **VESSEL**  
Vessel means the hull, Machinery, boat(s), gear and equipment, such as would normally be sold with her if she changed hands.
- 2 **IN COMMISSION AND LAID UP**
  - 2.1 The Vessel is covered subject to the provisions of this insurance
  - 2.1.1 While in commission at sea or on inland waters or in port, docks, marinas, on ways, gridirons, pontoons, or on the hard or mud or at place of storage ashore including lifting or hauling out and launching, with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or crafts in distress, or as is customary, but it is warranted that the Vessel shall not be towed, except as is customary or when in need of assistance, or undertake towage or salvage services under a contract previously arranged by Owners, Masters, Managers, or Charterers
  - 2.1.2 While laid up out of commission as provided for in Clause 4 below, including lifting or hauling out and launching, while being moved in shipyard or marina, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include docking and undocking and periods laid up afloat incidental to laying up
  - 3 or fitting out and with leave to shift in tow or otherwise to or from her lay-up berth but not outside the limits of
  - 3.2 the port or place in which the vessel is laid up) but excluding, unless notice to be given to the Underwriters and any additional premium required by them agreed, any period for which the Vessel is used as a Houseboat
  - 4 or is under major repair or undergoing alteration.  
Notwithstanding Clause 2.1 above the gear and equipment, including outboard motors, are covered subject to
  - 5 the provisions of this insurance while in place of storage or repair ashore.

- 5.1 **NAVIGATING AND CHARTER HIRE WARRANTIES**  
Warranted not navigating outside the limits stated in the Schedule to the policy or, provided previous  
5.2 notice  
to be given to the Underwriters, held covered on terms to be agreed.  
Warranted to be used solely for private pleasure purposes and not for hire charter or reward, unless  
specially  
6 agreed by the Underwriters.

**LAID UP WARRANTY**

Warranted laid up out of commission as stated in the schedule to the policy, or held covered on  
terms to be  
agreed provided previous notice to the given to the Underwriters.

7

**SPEED WARRANTY**

Warranted that the maximum designed speed of the Vessel, or the parent Vessel in the case of a  
Vessel with  
boat(s), does not exceed 17 knots.  
Where the Underwriters have agreed to delete this warranty, the conditions of the speedboat Clause  
19 below  
8 shall also apply.

**CONTINUATION**

- 8.1 Should the Vessel at the expiration this insurance be at sea or in distress or at a port of place of  
refuge or of  
call, she shall, provided prompt notice be given to the Underwriters, be held covered at a  
premium to be  
agreed until anchored or moored at her next port of call in good safety.  
8.2

**ASSIGNMENT**

- 9 No assignment of or interest in this insurance or in any moneys which may be or become payable  
there under  
9.1 Is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or  
9.1.1 interest  
9.1.2 signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed  
9.1.3 on the policy  
9.1.4 and the policy with such endorsement is produced before payment of any claim or return of  
9.1.5 premium there  
under.

9.1.6

9.2 **CHANGE OF OWNERSHIP**

**This Clause 8 shall prevail notwithstanding any provision whether written typed or printed  
in this insurance**

- 9.2.1 inconsistent herewith.  
9.2.1.1  
9.2.1.2 Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a  
9.2.1.3 company,  
9.2.1.4 Should there be a change in the controlling interest(s) of the company, then, unless the Underwriters  
agree in  
writing to continue the insurance, this insurance shall become cancelled from the time of such sale,  
transfer, or  
9.2.2 change, and a pro rata daily net return of premium be made calculated on the premium charged for  
the in  
9.2.2.1 commission and/or laid up period.  
If however, the Vessel shall have left her moorings or be at sea at the time of sale or transfer such  
9.2.2.2 cancellation  
shall if required by the Assured, be suspended until arrival at port or place of destination.

**PERILS**

- 9.3 Subject always to the exclusions in this insurance  
This insurance covers loss of or damage to the subject matter insured caused by:  
Perils of the seas, rivers, lakes, or other navigable waters  
10 Fire  
Jettison

- 10.1 Piracy
- 10.2 Contact with dock or harbor equipment of installation, land conveyance, aircraft or similar objects or objects falling there from
- 10.3 Earthquake Volcanic eruption or lightning
- 10.4 and, provided such loss or damage has not resulted from want of due diligence by the assured Owners or Mangers, this insurance covers
- 10.5 Loss of or damage to the subject matter insured caused by Accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel Explosions
- 10.6 Malicious Acts
- 10.8 Theft of the entire Vessel or her boat(s) or outboard motor(s) provided it is securely locked to the vessel or
- 10.9 her boat(s) by an anti-theft device in addition to its normal method of attachment, or following upon forcible
- 10.10 entry into the Vessel or place of storage or repair, theft of machinery including outboard motor(s), gear or equipment
- Loss of or damage to the subject matter insured, excepting motor and connections (but not strut, shaft or
- 11 propeller), electrical equipment and batteries and connections, caused by:
- 11.1 Latent defects in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the defective part broken shaft or burst boiler)
- 11.1.1 The negligence of any person whatsoever, but excluding the cost of making good any defect resulting from
- 11.1.2 either negligence or breach of contract in respect of any repair or alteration work carried out for the account
- 11.1.3 of the assured and/or the Owners or in respect of the maintenance of the Vessel,
- 11.2 This insurance covers the expense of sighting the bottom after stranding, if reasonable incurred especially for that purpose, even if no damage is found.
- 11.2.1
- EXCLUSIONS**
- 11.2.2 No claim shall be allowed in respect of any:
- 11.3 Outboard motor dropping off or falling overboard
- Ship's boat having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- Ship's boat not permanently marked with the name of the parent Vessel
- 11.4 Sails and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the Vessel being stranded or in collision or contact with any external substance (ice included) other than water
- Sails, masts, spars or standing and running rigging while the Vessel is racing, unless the loss or damage is caused by the Vessel being stranded, or sunk burnt, on fire or in collision or contact with any external substance (ice included) other than water
- Personal effects
- Consumable stores, fishing gear or moorings
- 11.5 Loss or expenditure incurred in remedying a fault in design or construction or any cost of expense incurred by reason of betterment of alteration in design or construction
- 11.6 Motor and connections (but not strut shaft or propeller) electrical equipment and batteries and connections, where the loss or damage has caused by heavy weather, unless the loss or damage has been caused by the

- 11.6.1 Vessel being immersed, but this clause 10.10 shall not exclude loss or damage caused by the Vessel being stranded or in collision or contact with another vessel, pier or jetty.

#### **LIABILITY TO THIRD PARTIES**

- 11.6.2 This clause only applies when a sum is stated for this purpose in the schedule to the policy. The Underwriters agree to indemnify the assured for any sum or sums which, the assured shall become
- 11.6.3 legally liable to pay and shall pay, by reason of interest in the insured Vessel and arising out of
- 11.6.4 accidents
- 11.6.5 occurring during the currency of this insurance, in respect to:
- 11.7 Loss of or damage to any other vessel or property whatsoever  
Loss of life, personal injury or illness, including payments made for life salvage, caused on or near the Vessel
- 11.8 or any other vessel  
Any attempted or actual raising, removal or destruction of the wreck of the assured Vessel or the cargo thereof  
or any neglect or failure to raise, remove or destroy same.

#### **LEGAL COSTS**

- 12** The Underwriters will also pay, provided their prior written consent has been obtained:
- 12.1 The legal costs incurred by the assured or which the assured may be compelled to pay in contesting liability or taking proceedings to limit liability  
The costs for representation at any coroner's inquest or fatal accident enquiry.

#### **SISTERSHIP**

- 12.2 Should the vessel hereby insured come into collision with or receive salvage services from another vessel
- 12.2.1 belonging wholly or in part to the same Owners or under the same management, the assured shall
- 12.2.2 have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not
- 13.1 interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable
- 13.2 for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the assured.

#### **NAVIGATION BY OTHER PERSONS**

- 13.3 The provisions of the Clause 11 shall extend to any person navigating or in charge of the insured Vessel with
- 13.4 the permission of the assured named in this insurance (other than a person operating, or employed by the
- 14** operator of, a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organization) and who while navigating or in charge of the Vessel shall in consequence of any occurrence covered by this Clause 11
- 15** become liable to pay and shall pay any sum or sums to any person or persons, other than to the
- 15.1 assured named in this insurance, but indemnity under this Clause shall insure above, at the written request of and
- 15.2 through the agency of the assured. Nothing in this extension shall increase the underwriters' liability beyond the limitation of liability imposed by Clause 11.8 below and this extension shall be subject to all
- 15.3 other terms conditions and warranties of this insurance.

Nothing in this Clause 11.4 shall be deemed to override the provisions of Clause 3.2 above.

15.4

#### **REMOVAL OF WRECK EXTENSION**

This insurance also to pay the expenses, after deduction of the proceeds of the salvage, of the

- 15.5 removal of the wreck of the insured Vessel from any place owned, leased or occupied by the assured.
- LIABILITIES SECTION EXCLUSIONS**
- 16 Notwithstanding the provisions of the Clause 11 this insurance does not cover any liability cost of expense
- 16.1 arising in respect of:
- 16.2 Any direct or indirect payment by the Assured under Workmen's Compensation or Employers' Liability acts
- 16.3 and any other statutory or common law liability in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or by any person to whom the protection of this insurance is afforded by reason of the provisions of Clause 11.4 above, in on or about or in connection with
- 17 the Vessel hereby insured or her cargo, materials or repairs
- 17.1
- 17.2 Any boat belonging to the Vessel and having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 18 Any liability to or incurred by any person engaged in water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely aboard or ashore
- 18 Any liability to or incurred by any person engaged in a sport or activity, other than water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely on aboard or ashore
- Punitive or exemplary damages, however described
- WATER – SKIERS LIABILITIES**
- 19 Should Clause 11.6.3 and/or Clause 11.6.4 above be deleted, the liabilities mentioned in such clause(s) shall be covered hereunder, subject always to the warranties, conditions and limits of this insurance.
- 19.1 The liability of the Underwriters under this Clause 11, in respect of any one accident or series of accidents
- 19.2 arising out of the same event, shall in no case exceed the sum stated for this purpose in the Schedule of the policy, but when the liability of the assured has been contested with the consent in writing of the Underwriters,
- 19.2.1 the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be
- 19.2.2 compelled to pay.
- 19.3
- 19.3.1
- 19.3.2
- EXCESS AND DEDUCTIBLE**
- 19.4 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 11, 14 and 15) exceeds the amount stated for this purpose in the schedule to the policy, in which case this sum shall be deducted. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the even of such a claim, to any associated claim under Clause 15 arising from the same accident or occurrence.
- 20 Prior to the application of Clause 12.1 above and in addition, thereto, deductions new for old not exceeding one-third may be made at the Underwriters' discretion in respect of loss of or damage to:
- Protective covers, sails and running rigging
- 21 Outboard motors whether or not insured by separate valuation under this insurance.
- NOTICE OF CLAIM AND TENDERS**
- 21.1 Prompt notice shall be given to the Underwriters in the event of any occurrence, which may give rise to a
- 21.2 claim under this insurance, and any theft or malicious damage shall also be reported promptly to the Police.

- 21.3 Where loss or damage has occurred, notice shall be given to the Underwriters prior to survey and, if the
- 22** Vessel is abroad, also to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the
- 22.1 Underwriters should they so desire.
- 22.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair
- 23** (the actual additional expense of the voyage arising from compliance with Underwriters' requirements being
- 23.1 refunded to the assured) and have a right of veto concerning a place of repair or a repairing firm.
- 23.2 The Underwriters may also take tenders or may require tenders to be taken for the repair of the Vessel.

**23.3 SALVAGE CHARGES**

Subject to any express provision in this insurance, salvage charges incurred in preventing a loss by perils insured against may be recovered as a loss by those perils.

**DUTY OF ASSURED**

In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.

Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured, their servants or agents for such measures. General average, salvage charges, collision defense or attack cost and costs incurred by the Assured in contesting liability covered by

Clause 11.2 are not recoverable under this Clause 15.

The Assured shall render to the Underwriters all possible aid in obtaining information and evidence

should the Underwriters desire to proceed at their own expense and for their own benefit in the name of the Assured to recover compensation or to secure an indemnity from any third party in respect of anything

covered by this insurance.

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.

The sum recoverable under this Clause 15 shall be in addition to the loss otherwise recoverable under this

insurance but in no circumstances shall amounts recoverable under Clause 15.2 exceed the sum insured

under this insurance in respect to the Vessel.

**UNREPAIRED DAMAGE**

The measure of indemnity in respect of claims for un-repaired damage shall be the reasonable depreciation

in the market value of the Vessel at the time this insurance terminates arising from such un-repaired damage,

but not exceeding the reasonable cost of repairs.

In no case shall the Underwriters be liable for un-repaired damage in the event of a subsequent total loss

(whether or not covered under this insurance) sustained during the period covered by this insurance or

any extension thereof.

The underwriters shall not be liable in respect of un-repaired damage for more than the insured value at the

time this insurance terminates.

**CONSTRUCTIVE TOTAL LOSS**

In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the

repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.  
No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

#### **DISBURSEMENTS WARRANTY**

Warranted that no amount shall be insured policy proof of interest or full interest admitted for account of the Assured, Mortgages or Owners on disbursements, commission, profits or other interests or excess or Increased value of hull of machinery however described unless the insured value of the Vessel is over \$50,000.00 and then not to exceed 10 percent to the total amount insured in respect of the Vessel as stated in the Schedule to the policy. Provided always that a breach of this warranty shall not afford the Underwriters any defense to a claim by a Mortgage who has accepted this insurance without knowledge of such breach.

#### **SPEEDBOAT CLAUSE**

WHERE THIS CLAUSE 19 APPLIES IT SHALL OVERRIDE ANY CONFLICTING PROVISIONS IN THE

CLAUSES ABOVE.

It is a condition of this insurance that when the Vessel concerned is underway the Assured named in the schedule to the policy or other competent person(s) shall be on board and in control of the Vessel. No Claim shall be allowed in respect of loss of or damage to the Vessel or liability to any third party or any salvage services.

caused by or arising from the Vessel being stranded sunk swamped immersed breaking adrift while moored

or anchored unattended off an exposed beach or shore.

Arising while the Vessel is participation in racing or speed tests, or any trials on connection therewith.

No claim shall be allowed in respect of rudder strut shaft or propeller under Clauses 9.2.2.1 and 9.2.2.2

For any loss or damage caused by heavy weather, water or contact other than with another vessel pier or jetty, but this Clause 19.3.2 shall not exclude damage caused by the Vessel being immersed as a result

of heavy weather.

If the Vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room (or engine space) tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

#### **CANCELLATION AND RETURN OF PREMIUM**

This insurance may be cancelled by the Underwriters at any time subject to 30 days notice to the assured or by mutual agreement, when a pro rata daily net return of premium shall be made calculated on the premium charged for the in commission and/or laid up period.

THE FOLLOWING CLAUSES SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH.

#### **WAR EXCLUSION**

In no case shall this insurance cover loss damage liability 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

Capture seizure arrest restraint or detention (barratry and piracy excepted), and the consequences thereof or any attempt thereat

Derelict mines torpedoes bombs or other derelict weapons of war.

### **STRIKES AND POLITICAL ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by:  
Strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions  
Any terrorist or any person acting from a political motive.

### **NUCLEAR EXCLUSIONS**

In no case shall this insurance cover loss damage liability or expense caused by:  
Any weapon of war employing atomic or nuclear fission and/or other like reaction or radioactive force or matter.  
Ionizing radiations from or contamination by radioactive from any nuclear fuel or any nuclear waste from the  
combustion of nuclear fuel  
The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly component thereof.

備查文號：102.05.06 一產水字第 1020392 號函備查

## **第一產物 Personal Accident Benefit**

We will pay for **Injury** which happens during any one period of insurance to the **Insured Person** whilst aboard the **Insured Craft** with the permission of the owner, including embarking and disembarking therefrom. Compensation is payable as shown below for **Injury** which within 12 months of its happening independently and solely results in :

Death, or loss of one or more limbs	<u>Maximum Amount Payable</u>
Or sight in one or both eyes	NTD 2,000,000

- i) Loss of Limb shall mean physical severance of a hand or foot at or above the wrist or ankle of an arm or leg at above the elbow or knee.
- ii) Loss of sight shall mean complete loss of sight except for perception of sight.

### **DEFINITIONS**

**Injury** means : -

Bodily **Injury** caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear.

**Insured Person** means : -

The owner, or nominated owner and members of their immediate family, of the **Insured Craft** and/or any other person, agreed by Underwriters whilst aboard the **Insured Craft** with the owner's permission provided they are 12 years or over and under 75 years of age at the time of the **Injury**.

### **EXCLUSIONS**

We will not pay for any event which is a result of : -

- i) suicide, self-Injury or wilful exposure to peril (other than in an attempt to save human life)
- ii) the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction)
- iii) solvent abuse
- iv) the influence of alcohol
- v) pregnancy, childbirth or pre-existing physical or mental defect or infirmity
- vi) war (unless included in the schedule), invasion or civil war
- vii) whilst the **Insured Craft** is being used for purpose other than private and pleasure purposes only, except as agreed by Underwriters.

**CONDITION:**

**1. Notice of Claim and Treatment**

You must report to us in writing as soon as reasonably possible full details of any **Injury** which may result in a claim under this Section. You or the **Insured Person** shall employ the services of a registered medical practitioner and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary.

**2. Evidence of Claim**

- i) All certificates, information and evidence must be provided at your expenses or at the expense of any claimant in the form and nature required.
- ii) The **Insured Person** may have to undergo further medical examination required by us at our expense.
- iii) In the event of death of the **Insured Person** we are entitled to have a postmortem examination at our expense.

**3. Non-Assignment**

We shall not recognise or be affected by any notice of trust, change or assignment relating to this Section and your receipt or that of your legal personal representatives shall in all cases effectively discharge our liability.

備查文號：102.09.30 一產水字第 1020802 號函備查

**第一產物 Institute Voyage Clauses – Hulls**  
**Total Loss, General Average and 3/4THS Collision Liability**

1/10/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

**INSTITUTE VOYAGE CLAUSES - HULLS**  
**TOTAL LOSS, GENERAL AVERAGE AND 3/4THS COLLISION LIABILITY (Including Salvage, Salvage Charges and Sue and Labour)**

This insurance is subject to English Law and practice

**1 NAVIGATION**

- 1.1 - The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 - In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the Vessel or liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

**2 CHANGE OF VOYAGE**

Held covered in case of deviation or change of voyage or any breach of warranty as to towage or salvage services, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

**3 ASSIGNMENT**

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 4 PERILS

- 4.1 - This insurance covers total loss (actual or constructive) of the subject-matter insured caused by
  - 4.1.1 - perils of the seas rivers lakes or other navigable waters
  - 4.1.2 - fire, explosion
  - 4.1.3 - violent theft by persons from outside the Vessel
  - 4.1.4 - jettison
  - 4.1.5 - piracy
  - 4.1.6 - breakdown of or accident to nuclear installations or reactors
  - 4.1.7 - contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation
  - 4.1.8 - earthquake volcanic eruption or lightning.
- 4.2 - This insurance covers total loss (actual or constructive) of the subject-matter insured caused by
  - 4.2.1 - accidents in loading discharging or shifting cargo or fuel
  - 4.2.2 - bursting of boilers breakage of shafts or any latent defect in the machinery or hull
  - 4.2.3 - negligence of Master Officers Crew or Pilots
  - 4.2.4 - negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
  - 4.2.5 - barratry of Master Officers or Crew,  
provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
- 4.3 - Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the Vessel.

## 5 POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 5 should they hold shares in the Vessel.

## 6 3/4THS COLLISION LIABILITY

- 6.1 - The Underwriters agree to indemnify the Assured for three-fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for
  - 6.1.1 - loss of or damage to any other vessel or property on any other vessel
  - 6.1.2 - delay to or loss of use of any such other vessel or property thereon
  - 6.1.3 - general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.
- 6.2 - The indemnity provided by this Clause 6 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:
  - 6.2.1 - Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 6 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
  - 6.2.2 - In no case shall the Underwriters' total liability under Clauses 6.1 and 6.2 exceed their proportionate part of three-fourths of the insured value of the Vessel hereby insured in respect of any one collision.
- 6.3 - The Underwriters will also pay three-fourths of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

## EXCLUSIONS

- 6.4 - Provided always that this Clause 6 shall in no case extend to any sum which the Assured shall pay for or

in respect of

6.4.1 - removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

6.4.2 - any real or personal property or thing whatsoever except other vessels or property on other vessels

6.4.3 - the cargo or other property on, or the engagements of, the insured Vessel

6.4.4 - loss of life, personal injury or illness

6.4.5 - pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

## **7 SISTERSHIP**

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## **8 NOTICE OF CLAIM**

In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

## **9 GENERAL AVERAGE AND SALVAGE**

9.1 - This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average,

reduced in respect of any under-insurance.

9.2 - This insurance does not cover partial loss of and/or damage to the vessel except for any proportion of general average loss or damage which may be recoverable under Clause 9.1 above.

9.3 - Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

9.4 - When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place

thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

9.5 - No claim under this Clause 9 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## **10 DEDUCTIBLE**

10.1 - No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 6 and 11) exceeds..... in which case this sum shall be deducted. This Clause 10.1 shall not apply to a claim for total or constructive total loss of the Vessel, or in the event of such a claim, to any associated claim under Clause 11 arising from the same accident or occurrence.

10.2 - Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

10.3 - Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## **11 DUTY OF ASSURED (SUE AND LABOUR)**

11.1 - In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures

as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

- 11.2 - Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 11.5) and collision defence or attack costs are not recoverable under this Clause 11.
- 11.3 - 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.
- 11.4 - When expenses are incurred pursuant to this Clause 11 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- 11.5 - When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- 11.6 - The sum recoverable under this Clause 11 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

## **12 NEW FOR OLD**

General average payable without deduction new for old.

## **13 AGENCY COMMISSION**

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

## **14 CONSTRUCTIVE TOTAL LOSS**

- 14.1 - In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.
- 14.2 - No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## **15 FREIGHT WAIVER**

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

## **16 DISBURSEMENTS WARRANTY**

16.1 - Additional insurances as follows are permitted:

16.1.1 - Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and

Machinery. A sum not exceeding 25% of the value stated herein.

16.1.2 - Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 16.1.1.

- 16.1.3 - Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 19.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.
- 16.1.4 - Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 16.1.2 to be taken into account and only the excess thereof may be insured.
- 16.1.5 - Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 16.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 16.1.2 and 16.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.
- 16.1.6 - Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.
- 19.1.7 - Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.
- 16.1.8 - Insurance irrespective of amount against:  
Any risks excluded by Clauses 17, 18, 19 and 20 below.
- 16.2 - Warranted that no insurance on any interests enumerated in the foregoing 16.1.1 to 16.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach. The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## **17 WAR EXCLUSION**

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

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

## **18 STRIKES EXCLUSION**

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

- 18.1 - strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 18.2 - any terrorist or any person acting from a political motive.

## **19 MALICIOUS ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from

- 19.1 - the detonation of an explosive
- 19.2 - any weapon of war and caused by any person acting maliciously or from a political motive.

## 20 NUCLEAR EXCLUSION

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

備查文號：103.06.17 一產水字第 1030421 號函備查

### INSTITUTE NOTICE OF CANCELLATION, AUTOMATIC TERMINATION OF COVER AND WAR AND NUCLEAR EXCLUSIONS CLAUSE – HULLS, ETC.

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

#### 1. Cancellation

Cover hereunder in respect of the risks of war, etc may be cancelled by either the Underwriters or the Assured giving 7 days

notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation

is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions

and/or warranties.

#### 2. Automatic Termination of Cover

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc, shall TERMINATE AUTOMATICALLY

2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

#### 3. Five Powers War and Nuclear Exclusions

This insurance excludes

3.1 loss damage liability or expense arising from

3.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

3.1.2 requisition either for title or use.

3.2 loss damage liability or expense directly or indirectly caused by or arising from

3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from

the combustion of nuclear fuel

3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor

or other nuclear assembly or nuclear component thereof

3.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or

matter.

#### 4. Law and Practice

This clause is subject to English law and practice.

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Cover in respect of the risks of war, etc shall not become effective if, subsequent to acceptance by the Underwriters and prior to

the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

CL 359

備查文號：103.06.17 一產水字第 1030423 號函備查

### (RE)INSURERS LIABILITY CLAUSE

**(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract.

A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer.

Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A

member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any

liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their

respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer

(or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate

taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a

schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by

all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the

total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a

"signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in

calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 21 June 2007

備查文號：103.08.05 一產水字第 1030568 號函備查

**AMERICAN YACHT FORM R12**  
**WARRANTIES AND GENERAL CONDITIONS**  
**(Applicable to all coverages unless otherwise indicated)**

## **PRIVILEGES**

In port and at sea, under power or sail, in docks and graving docks, in hauling and launching, on ways, gridirons, pontoons, and on shore, With leave to sail with or without pilots to tow and assist vessels or craft in all situations and to be towed and to go on trial trips.

## **PRIVATE PLEASURE WARRANTY**

Warranted to be used solely for private pleasure purposes and not to be hired or chartered unless approved and permission endorsed hereon,

## **CONTINUATION CLAUSE**

If the vessel insured hereunder is at sea, at the expiration of this policy, the risk may be continued until the arrival of the vessel at her port of destination and her being moored therein twenty-four(24)hours in good safety, provided notice to be given to the Assurers and additional premium paid as required.

## **TRANSFER OF INTEREST**

This insurance shall be void in case this Policy or the interest insured thereby shall be sold, assigned, transferred or pledged without the previous consent in writing of these Assurers.

## **PERSONAL NEGLIGENCE**

Personal negligence of fault of the Owner or Assured in the navigation of the yacht or privity or knowledge in respect thereto (excepting loss, damage or liability willfully or intentionally caused by the Owner or Assured) shall not relieve the Assurers or liability under this policy.

## **OTHER INSURANCE**

If a named Assured has other insurance against a loss covered by any section of this Policy, the Assurers shall not be liable under this Policy for a greater proportion of such loss than the applicable amount stated bears to the total amount of all valid and collectible insurance against such loss. If an Assured other than a named Assured has other insurance against a loss covered by any section of this Policy, this insurance shall be excess over other such insurance.

## **NOTICE OF LOSS AND FILING OF PROOF**

It is agreed by the Assured to report immediately to the Assurers or to their representative who shall have issued this Policy every occurrence which may become a claim under this Policy, and shall also file with the Assurers or their representative, a detailed sworn proof of loss and proof of interest and/or receipted bills in case of a partial loss, within ninety (90) days from date of loss.

## **PAYMENT OF LOSS**

In case of loss payable under this Policy, such loss to be paid within (90) days after satisfactory proof of loss and proof of interest in the property insured, all indebtedness of the Assured being first deducted.

## **SUBROGATION**

It is agreed that upon payment of any loss, damage, or expense the Assurers are to be subrogated to all the rights of the Assured to the extent of such payment.

## **TIME FOR SUIT AGAINST THE ASSURERS**

No suit or action on this Policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the requirements of this Policy, nor unless commenced within one (1) year from the date of the happening or the occurrence out of which the claim arose, provided that where such limitation of time is prohibited by the laws of the state wherein this Policy is issued, then, and in that event, no suit or action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such state.

## **ACTION AGAINST THE ASSURERS**

Any person or organization or the legal representative thereof who has secured judgement against the Assured shall be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Bankruptcy or insolvency of the Assured or of

the Assured's estate shall not relieve the Assurers of any of their obligations thereunder.

### **LEGAL REPRESENTATION AND CO-OPERATION CLAUSE**

The Assured shall co-operate with the Assurers and shall not assume any obligation, admit any liability or incur any expense for which the Assurers may be liable, without the written approval of the Assurers, except as may be necessary and permitted to safeguard the Yacht under the "SUE AND LABOR" clause in Section "A" of this Policy. In case the liability of the Assured shall be contested with the written approval of the Assurers first obtained, the Assurers will pay the cost and expense of such defense, in which event the Assurers shall have the option of naming the attorneys who shall represent the Assured in said defense, and, if such option is exercised, shall have the direction and control thereof. The Assured shall whenever required, attend hearings and trial and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and limitations proceedings.

### **EXAMINATION UNDER OATH**

The Assured, as often as may be reasonably required, shall exhibit to any person designated by the Assurers all that remains of any property herein described and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and other to submit to examinations under oath by any person named by the Assurers and subscribe the same; and as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copied thereof if originals be lost, at such reasonable time and place as may be designated by the Assurers or their representative, and shall permit extracts and copies thereof to be made. No such examinations under oath or examination of books or documents, nor any other act of the Assurers or any of their employees or representatives in connection with the investigation of any loss or claim hereunder shall be deemed a waiver of any defense which the Assurers might otherwise have with respect to any loss or claim, but all such examination and acts shall be deemed to have been made or done without prejudice to the Assurers' liability..

### **MISREPRESENTAION OR FRAUD**

This entire Policy shall be void if the Assured or their representative has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Assured therein, or in case of fraud or false swearing by the Assured touching any matter relating to this insurance or the subject thereof whether before or after a loss.

### **NOTICE OF CANCELLATION AND RETURN PREMIUMS FOR CANCELLATION**

This Policy may be cancelled by the Assured by surrender thereof to the Assurers or their representative by mailing to the Assurers or their representative written notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Assurers or their representative by mailing to the Assured at the address shown in this Policy or last known address, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Assured or by the Assurers or their representative shall be equivalent to mailing.

If the Assured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure.

If the Assurer cancels, earned premium shall be computed pro-rata.

Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Assurers or their representative check mailed or delivered as aforesaid shall be sufficient tender of any refund or premium due to the Assured.

### **PREMIUM FULLY EARNED**

There shall be no return of premium under any section of this policy if the insured yacht is a total or constructive total loss by a peril insured against..

## **PARMOUNT EXCLUSIONS**

Any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment or the consequences thereof or any attempt threat or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and weather lawful or otherwise; also from all consequences of hostilities or warlike operations (Whether there be a declaration of war or not) but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with

any fixed or floating object (other than a 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 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; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or other fusion or other reaction or radioactive force of matter.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising there from, or piracy.

This Policy is made and accepted subject to the foregoing stipulations and conditions, and to the conditions on the following pages which are hereby specially referred to and made a part of this Policy, it being understood and agreed that in the case of any conflict or inconsistency the foregoing provisions shall prevail over those which follow; provided, however, that with respect to any insurance under Section "E" of this policy the liability of the Assurers for the term above stated shall be in all respects as provided in such Section "E", unaffected by any other condition or provision of this Policy.

## **SECTION "A" – HULL INSURANCE**

### **PROPERTY COVERED**

Upon the hull, Spars, Sails, Fittings, Gear and Equipment, Apparel, Provisions, Stores, Machinery, Boats and other Furniture and Furnishings of and in the yacht hereby insured, subject to all of the terms and conditions(including the Running Down Clause) of this Policy.

The foregoing does not include fishing tackle, moorings or personal property.

### **COVERAGE**

The insurance provided by this Section covers, subject to the exclusions and limitations of this Policy, against ALL RISKS of physical loss or damage to the property covered from any external cause, as well as physical loss or damage directly caused by fire, explosions, bursting of boilers, breakage of shafts, or any latent defect in the machinery of hull (excluding the cost and expense of repairing or replacing any defective part), provided such loss or damage has not resulted from want of due diligence or international damage by the owners of the Yacht or by the Assured; provided always that the amount recoverable hereunder shall not exceed the amount of insurance.

### **DEDUCTIBLE CLAUSE**

When a deductible amount is stated on this Policy, each claim for loss or damage covered under Section "A" shall be adjusted separately and from the aggregate amount of the adjusted claim, the sum so stated shall be deducted. Such deduction shall not apply in the event of Total Loss or Constructive Total Loss of the vessel covered nor shall it apply with respect to claims under the Running Down Clause.

### **EQUIPMENT SEPARATED AND ON SHORE**

It is also agreed that should any part of the furniture, boats or other property of the said yacht be separated and laid up on shore during the life of this policy, then this Policy shall cover the same to an amount not exceeding 50% of the sum stated under the heading "Amount of Insurance". The amount attaching on the said yacht shall be decreased by the amount so covered.

### **VALUATION CLAUSE**

The said yacht, for so much as concerns the Assured by agreement between the Assured and the Assurers is and shall be valued at the amount stated under the heading "Agreed Valuation".

### **NEW FOR OLD**

In the event of loss or damage, cost of repairs to be paid without deduction, new for old, except with respect to sails and covers of canvas or other like materials, the Assurers shall be liable for no more than the cost of repair or a reasonable value.

### **CONSTRUCTION TOTAL LOSS**

No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the vessel shall exceed the amount of insurance on hull and machinery.

## **UNREPAIRED DAMAGE**

In no case shall the Assurers be liable for unrepaired damage in addition to a subsequent total loss sustained during the term covered by this Policy.

## **PROPORTION OF LOSS COVERED**

Where the amount of insurance as set forth is less than the agreed valuation stated herein, the Assurers shall be liable only for such proportion of any loss recoverable under this Section as the said amount of insurance bears to the said agreed valuation.

## **STRIKE CLAUSE**

This insurance also covers loss of or damage to the property hereby insured caused by strikes, locked out workmen or persons taking part in labor disturbances, riots or civil commotions or caused by vandalism or persons acting maliciously.

## **BOATS AND LAUNCHES**

The boats and launches of the yacht are insured also while afloat, whether underway or not, subject to all of the terms and conditions, including the Running Down Clause of this Policy.

## **RUNNING DOWN CLAUSE**

And it is further agreed that if the yacht hereby insured shall come into collision with any other ship or vessel, and the Assured shall, in consequence thereof, become liable to pay, and shall pay by way of damages to any other person or persons, any sum or sums not exceeding in respect of any one such collision the value of the yacht hereby insured, we, the Assurers, will pay the Assured such sum or sums so paid up to the amount hereby insured. And in cases where the liability of the Assured has been contested, with the consent, in writing, of the Assurers, we will also pay the costs thereby incurred or paid; but when both vessels are to blame, then unless the liability of the owners of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of CROSS LIABILITIES, as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same owners, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrators, if the parties agree upon a single Arbitrator, or failing such agreement, to the decision of the Arbitrators, one to be appointed by the managing owners of both vessels, and one to be appointed by the majority in amount of the Underwriters interested in each vessel; the two Arbitrators chosen to choose a third Arbitrators before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that the foregoing clause shall in no case extended to any sum which the Assured may become liable to pay, or shall pay for removal of obstructions under statutory powers, for injury to harbours, wharves, piers, stages and similar structures, consequent on such collisions, or in respect of the cargo or engagements of the insured yacht, or for loss of life, or personal injury.

## **MEMBERS OF THE ASSURED'S FAMILY**

It is understood and agreed that the word "Assured" whenever used in the Running Down Clause in this Section shall include, in addition to the name Assured hereunder, irrespective of interest in the insured yacht, the members of the immediate family of the Assured, domiciled with the Assured, who may, at the time liability was incurred, be operating the yacht with the prior permission of the Assured.

## SUE AND LABOR CLAUSE

And in case of any loss or misfortune, it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the said yacht or any part thereof, without prejudice to this insurance; the charges whereof we, the Assurers, will pay. And it is especially declared and agreed that no acts of the Assurer or Assured in recovery, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

## EXCLUSIONS

### THIS INSURANCE DOES NOT COVER

1. Any loss or damage directly or indirectly caused by or resulting from wear and tear, gradual deterioration, inherent vice, marine borers, vermin or electrolysis.
2. Theft or mysterious disappearance of equipment or accessories, other than boats and launches and their motors, unless occurring in conjunction with theft of the entire yacht or unless there be visible evidence of forcible entry.
3. Any loss, damage or expense caused by or in consequence of ice and/or freezing.
4. Any loss, damage or expense directly or indirectly caused by or in consequence faulty construction and/or improper design.
5. Any loss, damage to electrical apparatus, including wiring, directly or indirectly caused by electricity, other than lightning unless fire ensues and then only for loss or damage by such ensuing fire.
6. Wages and/or provisions whether the average be particular or general.
7. Mechanical breakdown or derangement of machinery.
8. Any loss of use, demurrage or charter hire to the yacht insured hereunder.

## SECTION "B" – PROTECTION AND INDEMNITY INSURANCE

If the Assured shall by reason of his interest in the insured yacht become liable to pay and shall pay any sum or sums in respect of any responsibility, claims, demand, damages, and/or expense or shall become liable for any other loss arising from or occasioned by any of the following matters or things during the currency of this Policy in respect of the yacht hereby insured, that is to say:-

**Property Damage ( I )** Loss of or damage to any other ship or boat or goods, merchandise, freight or other things or interest whatsoever, on board such other ship or boat, caused proximately or otherwise by the yacht insured in so far as the same would not be covered by the Running Down Clause in Section "A" of this Policy. Loss of or damage to any goods, merchandise, freight or other things of interest whatsoever other than as aforesaid, whether on board said yacht or not, which may arise from any cause whatsoever Loss or damage to any harbor, dock (graving or otherwise), slipway, way, gridiron, pontoon, pier, quay, jetty, stage, buoy, telegraph cable, or other fixed or movable thing whatsoever, or to any goods or property in or on the same, however caused; Any attempted or actual raising, removal or destruction of the wreck of the insured ship or the cargo thereof, or any neglect of failure to raise, remove or destroy the same; The Assurers will pay the Assured such sum or sums so paid, or which may be required to indemnify the Assured for such loss; PROVIDED always that the amount recoverable hereunder in respect to any one accident or series of accidents arising out of the same event shall not exceed the sum stated under Limit of Protection and Indemnity Insurance.

**Bodily Injury ( II )** Loss of life, illness, or bodily injury and payments made on account of life salvage. The Assurers will pay the Assured such sum or sums so paid or which may be required to indemnify the Assured for such loss, PROVIDED always that the liability of these Assurers is limited to the sum stated under Limit of Protection and Indemnity Insurance, and subject to the same limit for each person. It being understood that this limit applies to any one accident or series

of accidents arising out of the same event.

**Costs ( III )** And in case the liability of the Assured shall be contested in any suit or action with the consent in writing of these

Assurers, we will also pay such ensuing costs as the Assured may incur as a result of such suit or action.

### **AGGREGATE LIMIT**

The total amount recoverable under the Protection and Indemnity Insurance coverage of this Policy, for all losses, including property damage, personal injury, loss of life, payments made on account of life salvage, and costs, resulting from any accident or series of accidents arising out of the same event, shall not exceed, in the aggregate, the sum stated under Limit of Protection and Indemnity Insurance.

### **POLLUTION**

This policy does not insure against any loss, damage, cost, liability, or expense, imposed on the Assured, arising out of the discharge, dispersal, release, or escape of oil, fuel, chemicals; waste materials, or other pollutants, but this exclusion does not apply in such discharge, dispersal, release or escape is sudden and accidental.

### **MEMBERS OF ASSURED'S FAMILY**

It is understood and agreed that the word "Assured" whenever used in this Section shall include, in addition to the named Assured hereunder, irrespective of interest in the insured yacht, the members of the immediate family of the Assured, domiciled with the Assured, who may, at the time liability was incurred, be operating the yacht with the prior permission of the Assured.

### **EXCLUSIONS:**

#### **THE ASSURERS WILL NOT BE LIABLE FOR:**

Any fine, or penalty or assessment against the Assured or yacht named herein, by any national, state or local government;

Liability of any charterer of the yacht named herein; Any liability assumed by the Assured under any contract or agreement unless specifically endorsed hereon.

### **SECTION "C" – OMNIBUS CLAUSE**

It is understood and agreed that the word "Assured" whenever used in the Running Down Clause in Section "A" – Hull Insurance, of this policy, and whenever used in Section "B" – Protection and Indemnity Insurance of this Policy. includes in addition to the named Assured any person, firm, corporation or other legal entity who may be operating the vessel with the prior permission of the named Assured, but does not include a charterer or a paid Master or a paid member of the crew of the insured vessel or a person, firm, corporation or other legal entity, or any agent or employee thereof, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station, or similar organization. notwithstanding anything contained herein, the insurance provided by this clause does not cover liability of such additional Assureds to the Assured and/or Assureds named in this Policy. This insurance is conditioned upon compliance by an Assured with all the terms, conditions and warranties applicable to the named Assured. Nothing contained herein shall be construed to increase the limits of the Assurers' liability as stated in this policy.

### **SECTION "D" – MEDICAL PAYMENTS INSURANCE**

The Assurers agree to pay to or for each person who sustains bodily injury caused by accident occurring during the Policy period, while in or upon, boarding or leaving the yacht insured hereunder, the reasonable expense of necessary medical, surgical, ambulance, hospital and professional nursing services and, in the event of death resulting from such injury, the reasonable funeral expense, all incurred within one ( 1 ) year from the date of accident, subject to the following conditions:

### **LIMIT OF LIABILITY**

Notwithstanding the foregoing, the Assurers shall not be liable hereunder for any expense or combined expense incurred in excess of that stated, as a result of any one accident or series of accidents arising out of the same event.

**EXCLUSIONS**  
**THIS COVERAGE AFFORDED SHALL NOT APPLY**

1. To bodily injury to or death of any person;
  - (a) To or for whom benefits are payable under any Workmen's Compensation or under the Federal Longshoremen's and Harbor Workers' Compensation Act;
  - (b) Who is a trespasser in or upon or boarding or leaving the insured yacht;
  - (c) Who is an employee of the Assured while engaged in the employment of the Assured except those in domestic service for whom no benefits are payable or required to be provided under any Workmen's Compensation Law;
2. To liability assumed by the Assured under any contract or agreement.
3. While the yacht is being used for other than private pleasure purposes.
4. To death of the Assured or registered owner of the yacht.
5. To bodily injury to the Assured or registered owner of the yacht, unless in excess of any other medical payments insurance collectible.

**MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM**

As soon as practicable, the injured person or someone on his behalf shall give the Assurers written proof of claim, under oath if required, and shall, after each request from the Assurers, execute authorization to enable the Assurers to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Assurers when and as often as the Assurers may reasonably require.

The Assurers may pay the injured person or any persons or organizations rendering the services and such payment shall reduce the amount payable hereunder for such injury: Payment hereunder shall not constitute admission of liability of the Assured, or, except hereunder, of the Assurers.

**SECTION "E" – FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE**

The Assurers agree to insure under this Section for the term of the policy as stated, any liability of the Assured in respect of the insured yacht which shall arise under the United States Longshoremen's and Harbor Workers' Compensation Act U.S. Code (1946) Title 33, Section 901-49, and all laws amendatory thereof supplementary thereto which may be or become effective while this Section of the Policy is in force.

備查文號：103.08.05 一產水字第 1030570 號函備查

*American Institute*  
**INCREASED VALUE AND EXCESS LIABILITIES CLAUSES**  
**(November 3, 1977)**

To be attached to and form a part of Policy No. \_\_\_\_\_ of the \_\_\_\_\_

The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy. All captions are inserted only for purposes of reference and shall not be used to interpret the clauses to which they apply.

**ASSURED**

This Policy

—

Assured.

If claim is made under this Policy by anyone other than the Owner of the Vessel, such person shall not be entitled to recover to a greater extent than would the Owner, had claim been made by the Owner as an Assured named in this Policy.

Underwriters waive any right of subrogation against affiliated, subsidiary or interrelated companies of the Assured, provided that such waiver shall not apply in the event of a collision between the Vessel and any vessel owned, demise chartered or otherwise controlled by any of the aforesaid companies, or with respect to any loss, damage or expense against which such companies are insured.

This insurance shall not be prejudiced by reason of any contract limiting in whole or in part the liability of pilots, tugs, towboats, or their owners when the Assured or the Agent of the Assured accepts such contract in accordance with established local practice.

**LOSS PAYEE**

Loss, if any, payable to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ or  
order.

Provided, however, Underwriters shall pay claims to others as set forth in the Collision Liability clause and may make direct payment to persons providing security for the release of the Vessel in Salvage cases.

**On INCREASED VALUE AND EXCESS LIABILITIES** of the Vessel called the \_\_\_\_\_

(or by whatsoever name or names the said Vessel is or shall be called).

**AMOUNT INSURED HEREUNDER**

\_\_\_\_\_  
Dollars.

**DURATION OF RISK**

From the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, \_\_\_\_\_ time  
to the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, \_\_\_\_\_ time

Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

In the event of payment by the Underwriters for Total Loss of the Vessel this Policy shall thereupon automatically terminate.

**PREMIUM**

The Underwriters to be paid in consideration of this insurance \_\_\_\_\_

\_\_\_\_\_ Dollars being at the annual rate of \_\_\_\_\_ per cent., which premium shall be due on attachment. If the Vessel is insured under this Policy for a period of less than one year at pro rata of the annual rate, full annual premium shall be considered earned and immediately due and payable in the event of Total Loss of the Vessel.

**RETURNS OF PREMIUMS**

Premium returnable as follows:

- Pro rata daily net in the event of termination under the Change of Ownership clause;
- Pro rata monthly net for each uncommenced month if it be mutually agreed to cancel this Policy;
- For each period of 30 consecutive days the Vessel may be laid up in port for account of the Assured,

\_\_\_\_\_ cents per cent. net not under repair, or

\_\_\_\_\_ cents per cent. net under repair;

provided always that:

- (a) A Total Loss of the Vessel has not occurred during the currency of this Policy;
- (b) In no case shall a return for lay-up be allowed when the Vessel is lying in exposed or unprotected waters or in any location not approved by the Underwriters;
- (c) In the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly;
- (d) In no case shall a return be allowed when the Vessel is used as a storage ship or for lightering purposes.

If the Vessel is laid up for a period of 30 consecutive days, a part only of which attaches under this Policy, the Underwriters shall pay such proportion of the return due in respect of a full period of 30 days as the number of days attaching hereto bears to 30. Should the lay-up period exceed 30 consecutive days, the Assured shall have the option to elect the period of 30 consecutive days for which a return is recoverable.

**NON-PAYMENT OF PREMIUM**

In event of non-payment of premium 30 days after attachment, or of any additional premium when due, this Policy may be cancelled by the

Underwriters upon 10 days written or telegraphic notice sent to the Assured at his last known address or in care of the broker who negotiated this Policy. Such proportion of the premium, however, as shall have been earned up to the time of cancellation shall be payable. In the event of Total Loss of

the Vessel occurring prior to any cancellation or termination of this Policy full annual premium shall be considered earned.

**ADVENTURE**

Beginning the adventure upon the Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in

port or at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades;  
with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but the Vessel may not be towed, except as is customary or when in need of assistance, nor shall the Vessel render assistance or undertake towage or salvage services under contract previously arranged by the Assured, the Owners, the Managers or the Charterers of the Vessel, nor shall the Vessel, in the course of trading operations, engage in loading or discharging cargo at sea, from or into another vessel other than a barge, lighter or similar craft used principally in harbors or inland waters. The phrase "engage in loading or discharging cargo at sea" shall include while approaching, leaving or alongside, or while another vessel is approaching, leaving or alongside the Vessel.

The Vessel is held covered in case of any breach of conditions as to cargo, trade, locality, towage or salvage activities, date of sailing, or loading or discharging cargo at sea, provided (a) notice is given to the Underwriters immediately following receipt of knowledge thereof by the Assured, and (b) any amended terms of cover and any additional premium required by the Underwriters are agreed to by the Assured.

## COVERAGE

This insurance covers only:

(1) **TOTAL LOSS (ACTUAL OR CONSTRUCTIVE) OF THE VESSEL** directly caused by Perils of the Seas, Men-of-War, Fire, Lightning, Earthquake,

Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the Vessel, or any part thereof, excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the Policy or by endorsement thereon. It shall also cover Total Loss (actual or constructive) directly caused by the following:-

Accidents in loading, discharging or handling cargo, or in bunkering;

Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons; Explosions on shipboard or elsewhere;

Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);

Breakdown of or accidents to nuclear installations or reactors not on board the insured vessel;

Contact with aircraft, rockets or similar missiles, or with any land conveyance;

Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not an Assured hereunder; Negligence of Masters, Officers, Crew or Pilots;

provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them. Masters, Officers, Crew or Pilots are not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

Subject to the conditions of this Policy, this insurance also covers Total Loss (actual or constructive) of the Vessel directly caused by govern-

mental authorities acting for the public welfare to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this Policy, provided such act of governmental authorities has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew

or Pilots are not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

In ascertaining whether the Vessel is a constructive Total Loss the Agreed Value in the policies on Hull and Machinery shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

There shall be no recovery for a constructive Total Loss hereunder unless the expense of recovering and repairing the Vessel would exceed the Agreed Value in policies on Hull and Machinery. In making this determination, only expenses incurred or to be incurred by reason of a single

accident or a sequence of damages arising from the same accident shall be taken into account, but expenses incurred prior to tender of abandonment shall not be considered if such are to be claimed separately under the Sue and Labor clause in said policies.

Provided that the policies on Hull and Machinery contain the above clauses with respect to the method of ascertaining whether the Vessel is a constructive Total Loss (or clauses having a similar effect), the settlement of a claim for Total Loss under the policies on Hull and Machinery shall be accepted as proof of the Total Loss of the Vessel under this Policy; and in the event of a claim for Total Loss being settled under the policies on Hull and Machinery as a compromised total loss, the amount payable hereunder shall be the same percentage of the amount hereby insured as the percentage paid on the amount insured under said policies.

Should the Vessel be a constructive Total Loss but the claim on the policies on Hull and Machinery be settled as a claim for partial loss, no payment shall be due under this Section (1).

Full interest admitted; the Policy being deemed sufficient proof of interest.

In the event of Total Loss, the Underwriters waive interest in any proceeds from the sale or other disposition of the Vessel or wreck.

(2) **GENERAL AVERAGE AND SALVAGE** not recoverable in full under the policies on Hull and Machinery by reason of the difference between

the Agreed Value of the Vessel as stated therein (or any reduced value arising from the deduction therefrom in process of adjustment of any claim

which law or practice or the terms of the policies covering Hull and Machinery may have required) and the value of the Vessel adopted for the

purpose of contribution to General Average or Salvage; the liability under this Policy being for such proportion of the amount not recoverable as the

amount insured hereunder bears to the said difference or to the total amount insured against excess liabilities if it exceed such difference.

(3) **SUE AND LABOR CHARGES** not recoverable in full under the policies on Hull and Machinery by reason of the difference between the Agreed

Value of the Vessel as stated therein (or any reduced value arising from the deduction therefrom of any claim which the terms of the policies covering Hull and Machinery may have required) and the value of the Vessel adopted for the purpose of ascertaining the amount recoverable under the policies on Hull and Machinery, the liability under this Policy being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total amount insured against excess liabilities if it exceed such difference.

(4) **COLLISION LIABILITY** (Including Costs) not recoverable in full under the Collision Liability clause (including the Pilotage and Towage extension) in the policies on Hull and Machinery by reason of such liability exceeding the Agreed Value of the Vessel as stated therein, in which case

the amount recoverable under this Policy shall be such proportion of the difference so arising as the amount hereby insured bears to the total amount insured against excess liabilities.

Underwriters' liability under (1), (2), (3) and (4) is separate and shall not exceed the amount insured hereunder in any one section in respect of any one claim.

## **NOTICE OF CLAIM**

When it becomes evident that any accident or occurrence could give rise to a claim under this Policy, prompt notice thereof shall be given to the

Underwriters.

## **CHANGE OF OWNERSHIP**

In the event of any change, voluntary or otherwise, in the ownership or flag of the Vessel, or if the Vessel be placed under new management, or be chartered on a bareboat basis or requisitioned on that basis, or if the Classification Society of the Vessel or her class therein be changed, cancelled or withdrawn, then, unless the Underwriters agree thereto in writing, this Policy shall automatically terminate at the time of such change of ownership, flag, management, charter, requisition or classification; provided however, that:

(a) if the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, such automatic termination shall, if required, be deferred until arrival at final port of discharge if with cargo, or at port of destination if in ballast;

(b) in the event of an involuntary temporary transfer by requisition or otherwise, without the prior execution of a written agreement by the

Assured, such automatic termination shall occur fifteen days after such transfer.

This insurance shall not inure to the benefit of any transferee or charterer of the Vessel and, if a loss payable hereunder should occur between the time of change or transfer and any deferred automatic termination, the Underwriters shall be subrogated to all of the rights of the Assured against the transferee or charterer in respect of all or part of such loss as is recoverable from the transferee or charterer, and in the proportion which the amount insured hereunder bears to the Agreed Value.

The term "new management" as used above refers only to the transfer of the management of the Vessel from one firm or corporation to another, and it shall not apply to any internal changes within the offices of the Assured.

## **WAR, STRIKES AND RELATED EXCLUSIONS**

The following conditions shall be paramount and shall supersede and nullify any contrary provisions of the Policy.

This Policy does not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence of:

- (a) Capture, seizure, arrest, restraint or detention, or any attempt thereat; or
- (b) Any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; or
- (c) Any mine, bomb or torpedo not carried as cargo on board the Vessel; or
- (d) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (e) Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy; or
- (f) Strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power; or
- (g) Malicious acts or vandalism, unless committed by the Master or Mariners and not excluded elsewhere under this War Strikes and Related Exclusions clause; or
- (h) Hostilities or warlike operations (whether there be a declaration of war or not) but this subparagraph ( h ) not to exclude collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object, or stranding, heavy weather, fire or explosion unless caused directly by a hostile act by or against a belligerent power which act is independent 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. As used herein "power" includes any authority maintaining naval, military or air forces in association with a power.

If war risks or other risks excluded by this clause are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above conditions only to the extent that the terms of such endorsement are inconsistent therewith and only while such endorsement remains in force.

**American Institute**  
Hull War Risks and Strikes Clauses  
(Including Automatic Termination and Cancellation Provisions)  
For Attachment to American Institute Hull Clauses  
December 1, 1977

To be attached to and form a part of Policy No. \_\_\_\_\_ of the  
\_\_\_\_\_

\_\_\_\_\_ This insurance, subject to the exclusions set forth herein, covers only those risks which would be covered by the attached

Policy (including collision liability) in the absence of the WAR, STRIKES AND RELATED EXCLUSIONS clause contained therein but which are excluded thereby and which risks shall be construed as also including:

1. Any mine, bomb or torpedo not carried as cargo on board the Vessel;
2. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
3. Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom;
4. Strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power;
5. Malicious acts or vandalism to the extent only that such risks are not covered by the attached Policy;
6. Hostilities or warlike operations (whether there be a declaration of war or not) but this paragraph (6) shall not include collision  
or contact with aircraft, rockets or similar missiles, or with any fixed or floating object, or stranding, heavy weather, fire or  
explosion unless caused directly by a hostile act by or against a belligerent power which act is independent 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  
As used herein, "power" includes any authority maintaining naval, military or air forces in association with a power.

### **EXCLUSIONS**

This insurance does not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence of

- a. Any hostile detonation of any weapon of war described above in paragraph (2);
- b. Outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States  
States  
of America, United Kingdom, France, the Union of Soviet Socialist Republics or the People's Republic of China;
- c. Delay or demurrage;
- d. Requisition or preemption;
- e. Arrest, restraint or detainment under customs or quarantine regulations and similar arrests, restraints or detainments  
not arising from actual or impending hostilities;
- f. Capture, seizure, arrest, restraint, detainment, or confiscation by the Government of the United States or of the country  
in which the Vessel is owned or registered.

### **HELD COVERED AND OTHER PROVISIONS**

The held covered clause appearing under the heading ADVENTURE in the attached Policy is deleted and the following clause substituted therefore: -

"Subject to the provisions of the Automatic Termination and Cancellation Clauses below, held covered in the event of  
any breach of conditions as to loading or discharging of cargo at sea, or towage or salvage activities provided (a)  
notice  
is given to the Underwriters immediately following receipt of knowledge thereof by Assured, and (b) any amended

terms

of cover and any additional premium required by the Underwriters agreed to by the Assured.”

If at the natural expiry time of this insurance the Vessel is at sea, this insurance will be extended, provided previous notice be

given to the Underwriters, for an additional premium at a rate to be named by the Underwriters, until midnight Local Time of the day

on which the Vessel enters the next port to which she proceeds and for 24 hours thereafter, but in no event shall such extension

affect or postpone the operation of the Automatic Termination and Cancellation Clauses below.

Warranted not to abandon in case of capture, seizure or detention, until after condemnation of the property insured.

The provisions of the attached Policy with respect to constructive Total Loss shall apply only to claims arising from physical

damage to the Vessel..

## **AUTOMATIC TERMINATION AND CANCELLATION CLAUSES**

A. This insurance and any extension thereof, unless sooner terminated by the provisions of section B or C, shall terminate

automatically upon and simultaneously with the occurrence of any hostile detonation of any nuclear weapon of war as defined above, wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved.

B. This insurance and any extension thereof, unless sooner terminated by the provisions of section A or C, shall terminate

automatically upon and simultaneously with the outbreak of war, whether there be a declaration of war or not, between any

of the following countries: United States of America, United Kingdom, France, the Union of Soviet Socialist Republic or the

People's Republic of China.

C. This insurance and any extension thereof, unless sooner terminated by section A or B, shall terminate automatically if and when

the Vessel is requisitioned, either for title or use.

D. This insurance and any extension thereof may be cancelled at any time at the Assured's request, or by Underwriters upon

14 days' written notice being given to the Assured, but in no event shall such cancellation affect or postpone the operation of

the provisions of sections A, B or C. Written or telegraphic notice sent to the Assured at his (its) last known address shall

constitute a complete notice of cancellation and such notice mailed or telegraphed to the said Assured, care of the broker who

negotiated this insurance, shall have the same effect as if sent to the said Assured direct. The mailing of notice as foresaid

shall be sufficient proof of notice and the effective date and hour of cancellation shall be 14 days from midnight Local Time of

the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, to reinstate this insurance

subject to agreement between Underwriters and the Assured prior to the effective date and hour of such cancellation as to new

rate of premium and/or conditions and/or warranties.

## **RETURNS OF PREMIUM**

The RETURNS OF PREMIUM clause of the attached Policy is deleted and the following substituted therefore:

“In the event of an automatic termination or cancellation of this insurance under the provisions of sections A, B, C or

D above, or if the Vessel be sold, pro rata net return of premium will be payable to the Assured, provided always that

a Total Loss of the Vessel has not occurred during the currency of this Policy. In no other event shall there be any return of premium.”

THIS INSURANCE SHALL NOT BECOME EFFECTIVE IF, PRIOR TO THE INTENDED TIME OF ITS ATTACHMENT, THERE HAS OCCURRED ANY EVENT WHICH WOULD HAVE AUTOMATICALLY TERMINATED THIS INSURANCE UNDER THE PROVISIONS OF SECTIONS A, B, OR C HEREOF HAD THIS INSURANCE ATTACHED PRIOR TO SUCH OCCURRENCE.

備查文號：103.08.05 一產水字第 1030574 號函備查

**AMERICAN HULL INSURANCE SYNDICATE  
ADDENDUM TO  
AMERICAN INSTITUTE HULL WAR RISKS  
AND STRIKES CLAUSES – DECEMBER 1, 1977 (APRIL 1, 1984)**

It is understood and agreed that the American Institute Hull War Risks and Strikes Clauses of December 1, 1977, for attachment to American Institute Hull Clauses (June 2, 1977), and to which this Addendum is attached are amended as follows:

1. For the purpose of this Addendum only, line 241 of the American Institute Hull Clauses (June 2, 1977) – EXCLUSION (a) – shall be deemed amended by adding “confiscation or expropriation.”
2. In addition to the risks enumerated in the above described War Risks and Strikes Clauses, the following is added: “7. Confiscation or expropriation.”
3. In the event that the Vessel shall have been the subject of capture, seizure, arrest, restraint, detention, confiscation or expropriation, and the Assured, by reason thereof, has lost the free use and disposal of the Vessel for a continuous period of twelve (12) months (even though condemnation has no occurred), then for the purposes of ascertaining whether the Vessel is a constructive Total Loss, the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood recovery.

any  
size or  
“Restraint” as used in this paragraph 3 shall be deemed to include the inability of the Vessel to sail from port or place to the high seas because of closure of the connecting waterway to all vessels of similar draft due to blockage of such waterway caused by hostilities or warlike operations.

which  
4. Clause (f) of the EXCLUSIONS shall be amended to read as follows: “Capture, seizure, arrest, restraint, detention, confiscation or expropriation by the Government of the United States or of the country in which the Vessel is owned or registered.”

insured or,  
5. The Warranty at line 42 shall be amended to read: “Warranted not to abandon in case of capture, seizure, arrest, restraint, detention, confiscation or expropriation until after condemnation of the property in circumstances set forth in 3. above, after twelve (12) months, whichever first occurs.”

AND  
6. The period of fourteen (14) days provided for in subparagraph “D” of the AUTOMATIC TERMINATION CANCELLATION Clauses, shall be amended to seven (7) days wherever appearing therein.

ALL OTHER TERMS, LIMITATIONS,  
CONDITIONS AND EXCEPTIONS  
REMAINING UNCHANGED.

備查文號：103.08.05 一產水字第 1030576 號函備查

**AMERICAN HULL INSURANCE SYNDICATE  
WAR RISK PROTECTION & INDEMNITY CLAUSES**

JANUARY 18, 1970

To be attached to and form a part of Policy No. \_\_\_\_\_ of

\_\_\_\_\_  
Insuring \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A . This insurance is also to cover the liability of the assured for Protection and Indemnity Risks excluded from Marine Protection and Indemnity Policies commonly issued by stock insurance companies in the United States by the following or a substantially similar F.C. & S. Clause:

“Notwithstanding anything to the contrary contained in this policy, no liability attaches to the company, directly or indirectly, for or in respect of any loss, damage or expense sustained by reason of any taking of the vessel by requisition or otherwise, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat; or sustained in consequence of military, naval or air action by force of arms, including mines and torpedoes or other missiles or engines of war, whether of enemy or friendly origin; or sustained in consequence of placing the vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, including embarking or disembarking troops or material of war in the immediate zone of such engagement; and any such loss, damage and expense shall be excluded from this policy without regard to whether the Assured’s liability therefor is based on negligence or otherwise, and whether before or after a declaration of war.”

B . This insurance includes liability of the assured arising out of strikes, riots and civil commotions and for contractual repatriation expenses of any member of the crew as a result of perils excluded by the aforesaid F.C. & S. Clause.

C . The Underwriters agree to accept the same percentage interest under these clauses as accepted under the Hull War Risks and Strikes Clauses.

D . The liability of the Underwriters under these clauses in respect of any one accident or series of accidents arising out of the same casualty shall be limited to the Amount Insured Hereunder.

E . Claims for which the Underwriters shall be liable under these clauses shall not be subject to any deduction.

F . This Protection and Indemnity Insurance shall terminate automatically at the same time as the insurance afforded by the Hull War Risks and Strikes Clauses and upon the terms and conditions contained in the Automatic Termination and Cancellation provisions of said Clauses.

G . Notwithstanding the provisions of Clause F, in the event of loss or shipwreck of the vessel from any cause prior to the natural expiry time or automatic termination of this policy, this insurance shall continue to cover the liability of the assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by Underwriters, until the crew shall be either discharged or landed at a port or place to which the owners or charterers are obliged to bring them.

H . Notwithstanding any of the foregoing provisions all liabilities covered by the Second Seamen’s form of policy are excluded from this insurance.

All other terms and conditions remaining unchanged.

Dated \_\_\_\_\_ Signed \_\_\_\_\_  
\_\_\_\_\_

## Institute Yacht Clauses Personal Effects Clauses

(For use only with the Institute Yacht Clauses 1/11/85 in insurance covering Vessels with lockable cabin accommodation)

**The following extension shall apply provided that a separate amount insured in respect of Personal Effects is stated in the Schedule to the policy.**

- 1 Subject always to its terms and conditions, this insurance is extended to cover (without reference to any excess and deductible in Clause 12.1 of the Institute Yacht Clause 1/11/82, all risks of loss of or damage to Personal Effects, being the personal property of the Assured and/or of the Assured's family, and crew's clothes provided by the Owners, while on board or in use in connection with insured Vessel, including while in transit from the Assured's place of residence to the insured Vessel, and until return to such place of residence, but EXCLUDING CLAIMS ARISING FROM:
- 1.1 wear and tear, gradual deterioration, damp, mould, mildew, vermin, moth and mechanical derangement
  - 1.2 breakage of articles of a brittle nature, unless caused by the vessel being stranded, sunk, burnt, on fire or in collision, or by stress of weather, burglars or thieves
  - 1.3 loss of cash, currency, banknotes or travelers cheques
  - 1.4 loss of water-skis or diving equipment, unless as a result of fire or theft following forcible entry or of total loss of the Vessel
  - 1.5 perils excluded by Clauses 21, 22 and 23 of the Institute Yacht Clauses 1/11/85.

### 2 AVERAGE

This insurance in subject to the condition of verge, that is to say, if the property covered by this extension shall at the time of any loss be of greater value than the amount insured hereunder in respect thereof, the Assured shall only be entitled to recover such proportion of the said loss as such amount insured bears to the total value of the said property.

### 3 NON-CONTRIBUTION

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

### 4 LIMIT OF INDEMNITY

The amount recoverable under this Personal Effects extension shall be limited to the amount insured in respect thereof, as stated in the Schedule to the policy, (any single article valued at XXXX or more to

be  
specially declared).

1/1/85

CL331

備查文號：103.08.22 一產水字第 1030621 號函備查

## Premium Payment Clause LSW3001 (Amended)

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The Assured undertakes that premium will be paid in full to insurers within 60 days of inception of this contract (or, in respect of instalment premiums or declaration premiums, when due ).

If the premium due under this contract has not been so paid to Insurers by the sixtieth (60<sup>th</sup>) day from the inception of this contract (and, in respect of instalment premiums or declaration premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Assured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that the Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Assured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Insurer(s) will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

備查文號：103.08.22 一產水字第 1030623 號函備查

## Brokers' Cancellation Clause (TW3)

It is hereby agreed between the Underwriters and the Assured, that in the event of the Assured, ( or their Agents on whose instructions insurance may have been effected ), failing to pay the Brokers the premium or any instalment thereof on the due date, this Policy may be forthwith cancelled by the Brokers giving to the Underwriters notice in writing, and the Underwriters will thereupon return to the Brokers pro rata premium from the date of notice or from such later date as cancellation may be required in the said notice.

備查文號：103.08.22 一產水字第 1030625 號函備查

## U.S.A. & CANADA Endorsement (USCANB 29/1/2004)

FOR THE INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL  
AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (10/11/2003)

This Policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 (RACCBE). This inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law. In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

備查文號：103.08.22 一產水字第 1030627 號函備查

## American Hull Insurance Syndicate Deliberate Damage Clause (Pollution Hazard) 1.8.73(A)

Agreed provide cover for the act Government Authority or State Authority done for the purpose of saving the Yacht.

Agreed pay the reasonable cost of inspecting the bottom of the vessel after grounding, even if no damage be found without application of any deductible.

Agreed to provide additional protection in the event there is an emergency situation where the Assured and the insured Vessel are not in imminent danger. Agreed to reimburse reasonable costs incurred, not to exceed a total USD 100,000 resulting from the following services to the insured Vessel if help is not available and commercial assistance must be obtained:

- a. Towing to the nearest place where necessary repairs can be made;
  - b. Delivery of gas, oil, parts or loaned battery (excluding the cost of these items themselves) or emergency labour, while away from safe harbour.
- The policy deductible does not apply to this coverage.

Noted that mopeds are only covered whilst on board the vessel and/or her tenders including whilst loading and unloading or whilst parked alongside the vessel whilst berthed.

備查文號：103.10.15 一產水字第 1030747 號函備查

### 第一產物遊艇意外責任險（101公會版）

#### 第一條：定義

本保險契約所稱遊艇及其遊樂活動悉依船舶法及遊艇管理規則規定辦理。

#### 第二條：承保範圍

本保險承保被保險人在保險期間內合法使用或管理被保險遊艇，因從事遊艇活動發生意外事故，致遊艇乘員傷亡，依法應由被保險人負賠償責任而受賠償請求時，由保險人對被保險人負賠償責任。

被保險人為遊艇乘員時，視同為乘員。

#### 第三條：一般不保事項

保險人不保因下列事項所致之損害賠償責任：

- 1、被保險人故意行為所致者。
- 2、海上或陸上颱風警報發佈時起至解除後 24 小時內，仍出航從事遊艇活動。
- 3、戰爭或類似戰爭行為、敵人入侵、內戰、革命、叛亂、捕獲、扣押、拘管、禁制、

沒收、充公、徵用、恐怖份子、劫掠行為，包括碰及遺棄之水雷、魚雷或遭砲彈

擊中者。

4、罷工、暴動或民眾騷擾所致者。

5、核子分裂或輻射作用所致者。

6、各種型態之污染所致者。

7、遊艇活動超出主管機關所訂之航行區域，或在公告管制地區內所發生之賠償責任。

8、被保險遊艇違法使用、違規超載、或其他違反主管機關有關之規定者。

#### 第四條：每次航程效力

本保險所承保之意外事故，其保險有效期間自遊艇乘員上艇時開始，至遊艇活動結束返

航至最終目的地下艇時終止，包括上下艇時所發生之意外事故，但不包括停航期間或岸上

等待上艇人員之意外事故。

#### 第五條：乘員

本保險所稱之乘員，係指為從事遊艇活動而乘坐或上下遊艇之人，包含艇上駕駛及

工作人員。

#### 第六條：保險金額

本保險契約所載「每一個人身體傷亡之保險金額」係指在任何一次意外事故內，對每一個人傷亡，個別所負之最高賠償金額，若在同一意外事故內，傷亡人數超

過一人時，保險人之賠償責任，係以保險單所載「每一意外事故傷亡」之保險金

額為限。但應受下列約定之限制：

每一個人意外傷害醫療，須檢附合格公、私立醫院開立之正本收據，實報實銷，但

最高仍以保險金額百分之十為限。

本保險契約所載「保險期間最高賠償金額」係指在本保險有效期間內所負之累計最

高賠償金額，凡賠償請求次數超過一次時，被保險人應於開始營運前立即通知保險

人補齊「保險期間最高賠償金額」之差額，並繳付差額保險費，以足額保障被保險

人依法應負之賠償責任。

保險人依本保險契約之規定對被保險人負賠償責任時，以保險契約所載之保險金額

為限。若被保險人能以較少金額解決者，保險人得以該較少之金額賠償之。

凡臨時經主管機關核准搭載，超過原核定承載最高人數限制而發生意外事故時，保

險人對該次損失負比例賠償責任。

#### **第七條：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，保險人得於知悉後一個月內解除契約，其危險發生後亦同。但要保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。

#### **第八條：速率限制**

被保險遊艇行駛之最高速率，不得超過主管機關所訂之航速限制，但另有約定者不在此限。

#### **第九條：保險費之繳付**

要保人應於保險契約訂立時，向保險人所在地或其指定地點繳付保險費，保險人應簽發正式收據為憑。

#### **第十條：保險期間展延**

保險期間屆滿時，而要保人未辦理續保時，若被保險遊艇尚在航行或遭遇意外事故停留避難港或中途港，保險人同意於事先接獲被保險人之展延通知時，繼續展延本保險之保險期間，至該船安全到達目的港為止，並按月計收其應加之保險費，其未滿一個月者按一個月計算。

#### **第十一條：保險契約終止**

本保險契約雙方不得任意終止，但有下列情形者，保險人得終止保險契約：

- 1、被保險遊艇執照繳銷、吊銷、註銷或因停駛而繳存者。
- 2、被保險遊艇報廢或由政府收購者。
- 3、被保險遊艇出售轉讓者。

讓者。

終止契約時，其未滿期之保險費，按日計退。

#### **第十二條：出售轉讓**

被保險遊艇經出售轉讓他人時，若被保險遊艇正在航行者，經保險人同意，得將保險契約效力展延至該艇到達最終目的港為止，再按日計退保險費。

#### **第十三條：通知義務**

發生本保險單所承保之意外事故時，被保險人應依下列規定處理：

- 1、於知悉後應以最迅速方式通知保險人。
- 2、立即採取必要合理措施以減少損害。
- 3、於知悉有被起訴或被請求賠償時，應將所收到之各項文件影本送交

保險人。

#### **第十四條：賠償責任之約定**

被保險人對本保險單所承保範圍內之賠償責任，應遵守下列約定：

- 1、除必須之急救費用外，被保險人就其責任所為之承認、和解或賠償須經保險人參與或事先同意。
- 2、被保險人於取得各項有關賠償文件後（包括遊艇證書、駕船執照等），得向保險人請求賠償。保險人亦得經被保險人書面通知，直接對第三人為賠償給付。
- 3、被保險人或其代理人，對於賠償請求，如有任何詐欺、偽報情事時，保險人不負賠償責任。

#### **第十五條：和解或抗辯**

被保險人因發生本保險契約所承保之意外事故，致被起訴或受賠償請求時：

- 1、保險人得經被保險人之委託，就民事部份，以其名義代為進行和解或抗辯，所生費用由保險人負擔，被保險人有協助處理之義務。但非保險人故意或過失而應賠償之金額超過保險金額者，其各項和解或抗辯所生之費用，由保險人及被保險人依保險金額與超過金額之比例分攤之。但若保險人同意依保險金額欄之約定賠付仍不能達成和解者，其再衍生之各項費用保險人不再攤付。
- 2、被保險人因處理民事賠償所生之費用，事前經保險人同意者，保險人應予償付。但因刑事責任被控時，所生之一切費用，應由被保險人自行負擔。

#### **第十六條：仲裁**

保險人與被保險人對賠償金額發生爭議時，得交付仲裁，其程序及費用等，依中華民國仲裁法辦理。

#### **第十七條：代位權**

對本保險所承保意外事故之發生，若依法另有應負賠償責任之第三人時，被保險人不得擅自對該第三人免除責任或拋棄追償權。保險人於賠付後依法取得代位權。

#### **第十八條：其他保險**

本保險契約所承保之賠償責任，如另有其他保險重複承保時，保險人對於該賠償責任，僅負比例分攤之責。

#### **第十九條：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。

備查文號：103.11.19 一產水字第 1030811 號函備查

### **第一產物 Accumulation Clause (Double)**

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 Insured, Underwriters shall, provided notice be given in all such cases as soon as known to the Insured, 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.

備查文號：103.11.19 一產水字第 1030813 號函備查

## 第一產物 Cargo Owner's Legal Liability including Carrier Liability Insurance

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#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this **Policy** (unless the context otherwise requires), the following terms shall have the meanings set out below:-

AOI

Any one incident

AOP	Any one period
Aggregate Policy Limit	The maximum amount payable by the <b>Insurer</b> to the <b>Insured</b> , including any indemnity and costs, during the <b>Period of Insurance</b> , less any <b>Deductible</b> that may apply
Approved Documents	Contract of Carriage, connecting carrier agreement, logistics services agreement, warehouse agreement, <b>Standard Trading Terms and Conditions</b> and/or whatsoever similar documents provided to and approved by the <b>Insurer</b>
Cargo	Lawful goods and/or merchandise including transport packaging and equipment whilst in the lawful care and/or custody and/or control of the <b>Insured</b>
Claim	A written, in whatsoever form, or verbal demand for compensation made by a <b>Third Party</b> against the <b>Insured</b>
Co-Insured	A <b>Co-Insured</b> is a named party identify in the <b>Policy Schedule</b> and is insured under this <b>Policy</b> to the same extend as the <b>Insured</b> and subject to the same right and obligations, but only in respect of operations and activities covered under this <b>Policy</b> whether carried out by the <b>Insured</b> or the <b>Co-Insured</b> . The <b>Co-Insured</b> shall not be required to maintain separate insurance in respect of such operations and activities. In the event of a <b>Claim</b> under the <b>Policy</b> by the <b>Insured</b> , the <b>Insurer</b> shall waive any claim against the <b>Co-Insured</b>
Consequential Loss	Any reasonable costs the <b>Insured</b> shall be liable to pay or recovered by any claimant against the <b>Insured</b> which may be necessarily incurred in the event of an incident for the purpose of minimizing a loss directly caused by an insured peril. <b>Consequential Loss</b> includes demurrage, on forwarding <b>Cargo</b> to destination including the cost of temporary storage, unloading, reloading and transferring <b>Cargo</b> to other Transport Equipment or container, following an incident to <b>Cargo</b> and/or the Transport Equipment or container being used for the transportation of <b>Cargo</b> . <b>Consequential Loss</b> excludes loss of profit, loss of use, loss of opportunity, loss of market, interruption of business to <b>Cargo</b> interest caused by or arising from a risk covered under this <b>Policy</b>
Contract of Carriage	<b>Contract of Carriage</b> includes, but not limited to, bill of lading, air waybill, sea waybill and/or whatsoever similar documents
Dangerous Goods	Goods or commodities as defined by IATA and/or which

	are listed in the current edition of the International Maritime <b>Dangerous Goods</b> Code or listed in other IMO publication as dangerous for carriage by sea or any other substance or goods which have properties which may be categorized as dangerous
Deductible	The amount borne by the <b>Insured</b> in a valid <b>Claim</b> under the <b>Policy</b> and is stated in the <b>Policy Schedule</b>
Endorsement	A written alteration to the <b>Policy</b> and formal document named as “ <b>Endorsement</b> ” which shall be read together with the <b>Policy</b> and shall form part of a single contract
Insured	The party as protected by the <b>Policy</b>
Insured Ordinary Operations	The operations as stated in the <b>Policy Schedule</b> and include any incidental <b>Cargo</b> handling (packing, repacking, trans-loading, build up/ build down, vanning/devanning <b>Cargoes</b> )
Insured Premises	The land, warehouse, or other property stated in the <b>Policy Schedule</b>
Insurance Coverage	Those coverages for which the <b>Insurer</b> have agreed to insure and have granted coverage as identified in the <b>Policy Schedule</b> and <b>Endorsement</b> , if any
Insurer	The First Insurance Company
Limit of Liability	The maximum amount recoverable under the respective section in the <b>Policy</b> as specified in the “ <b>Limit of Liability</b> ” section of the <b>Policy Schedule</b> in <b>AOI</b> and <b>AOP</b>
Material Information	Information and facts, and any changes in information and facts, which the <b>Insured</b> know or ought to know, and which would influence the <b>Insurer</b> in accepting the risk or determining the <b>Policy</b> terms or fixing the <b>Premium</b>
Period of Insurance	The period specified in the “ <b>Period of Insurance</b> ” section of the <b>Policy Schedule</b>
Policy	The insurance contract between the <b>Insured</b> and <b>Insurer</b> , which comprises of the <b>Policy Schedule</b> , <b>Policy Wording</b> and <b>Endorsement</b> , if any
Policy Schedule	A formal document evidencing the <b>Premium</b> , insurance terms and conditions stipulating all other terms and conditions apart from the <b>Policy Wording</b> Any inconsistencies between the terms and conditions of the <b>Policy Schedule</b> and <b>Policy Wording</b> , the former shall prevail
Policy Wording	All the insurance terms and conditions including whatsoever exclusion clauses of this <b>Policy</b>
Premium	The amount specified in the “ <b>Premium</b> ” section of the <b>Policy Schedule</b> and <b>Endorsement</b> , if any

Proposal Form	A formal document completed by the <b>Insured</b> for the purpose of providing all necessary <b>Material Information</b> for the <b>Insurer's</b> assessment of risks and underwriting purpose
SDR	Special Drawing Rights
Standard Trading Terms and Conditions	The terms and conditions generally adopted by the <b>Insured</b> (excluding the terms of the <b>Contract of Carriage</b> ) having been approved by the <b>Insurer</b>
Sub-contractors	The service provider including its and its successive sub-contractor's employees, servants, agents, directors and officers as sub-contracted by the <b>Insured</b> in providing the <b>Insured Ordinary Operations</b>
Third Party	Any person who is not the <b>Insured</b> , Sub-contractor or Sub-contractor's employees, servants, agents, directors and officers engaged by the <b>Insured</b> or by any of their subsidiaries
Transport Equipment	Any container, pallets, chassis, trailer the like as used to carry the <b>Cargo</b> operated, owned or leased by another party

1.2 In this **Policy** (unless the context otherwise requires):-

- 1.2.1 A reference to persons shall include firms, corporations and body corporate and *vice versa*;
- 1.2.2 Words including singular numbers shall include plural numbers and *vice versa*;
- 1.2.3 Words including one gender shall include either other gender;
- 1.2.4 A reference to a statute and/or legislation shall include any subsequent re-enactment or amendment to that statute and/or legislation;
- 1.2.5 Except for the purpose of identification, headings and contents listed have been inserted in this **Policy** for the purpose of reference only and are not to be considered in construing this **Policy**;
- 1.2.6 Other terms may be defined elsewhere in the text of this **Policy** and, unless otherwise indicated, shall have such meaning throughout this **Policy**.

## 2. **INSURING CLAUSE**

- 2.1 In consideration of the payment of the agreed **Premium** by the **Insured** to the **Insurer** and in reliance on the **Material Information** and representation provided by the **Insured** on the **Proposal Form** and any other form, either in writing or verbal, the **Insurer** hereby agrees to provide the protection and coverage as stipulated in this **Policy**.
- 2.2 The liability of the **Insurer** in any event shall not exceed the **Limit of Liability** as stipulated in the **Policy** whenever relevant and applicable.

## 3. **DUTY OF DISCLOSURE**

- 3.1 The **Insured**, its servants, employees or insurance intermediaries shall have the continuing duty throughout the **Period of Insurance** to disclose all **Material Information** or circumstance, which is relevant to the **Insurer's** decision in accepting and/or adjusting the terms and conditions of the risk of insurance, prior to the attachment of the risk.
- 3.2 Any failure of the **Insured**, its servants, employees or insurance intermediaries to comply with this continuing duty or makes misrepresentation during the **Period of Insurance**, whether deliberate or innocent, the **Insurer** at its sole and absolute

discretion shall be entitled to reduce the liability for a specific **Claim** or to avoid this **Policy** from inception as appropriate.

#### 4. CANCELLATION CLAUSE

- 4.1 This **Policy** may be cancelled in the following circumstances:-
- 4.1.1 by the **Insured** at any time by giving notice in writing provided always that no claim has been filed at the time of and after cancellation for the **Period of Insurance**;
  - 4.1.2 by the **Insurer** at any time by giving at least thirty (30) days advance notice in writing; and
  - 4.1.3 by the **Insurer** for the non-payment of **Premium** within thirty (30) calendar days after the date of attachment.
- 4.2 The **Insurer** under such circumstances shall be entitled to retain the Premium on a pro-rata daily basis for the **Period of Insurance** in addition to an administration cost of 10% of the annual **Premium**.

#### 5. INSURANCE COVERAGE

##### SECTION A – CARGO AND RELATED LIABILITIES

###### Risks Covered

- 5.1 The **Policy** will indemnify the **Insured** in respect of its legal liability and/or for costs arising from the **Insured Ordinary Operations** subject to the terms and conditions of the **Policy** for:-
- 5.1.1 Physical loss of and/or damage to **Cargo** caused by an incident under a lawful and valid **Contract of Carriage** or contract of service;
  - 5.1.2 **Consequential Loss** of and resulting directly from Clause 5.1.1 above;
  - 5.1.3 Physical loss of and/or damage to the **Transport Equipments** not owned or leased by the **Insured** whilst in the **Insured's** care, custody and /or control for the purpose of carrying the **Cargo**;
  - 5.1.4 The provision of security for **Insured's** contribution to general average and/or salvage charges which are not recoverable from the shipper or consignee or other **Cargo** interests; and
  - 5.1.5 Debris removal costs which are consequent upon a sudden and accidental occurrence.

###### Special Conditions

- 5.2 In the circumstances of general average and/or salvage charges where the **Insured** is unable to obtain the general average guarantees or salvage bonds from some **Cargo** interests or their insurer, the **Insurer** shall sign and issue the necessary guarantee for the **Insured** in order to expedite the release of the shipment. The **Insured** shall not release or agree to release such **Cargo** until it is in receipt of counter general average guarantee or salvage bond from the individual **Cargo** interests or their insurer and have the **Insurer's** prior written approval. The giving of such approval is at the sole and absolute discretion of the **Insurer**.

##### SECTION B – ERRORS AND OMISSIONS

###### Risks Covered

- 5.3 The **Policy** will indemnify the **Insured** in respect of its legal liability and/or for costs arising from the **Insured Ordinary Operations** as a result of a negligent act or errors and omissions by the **Insured**, its servants, employees, agents or **Sub-contractors** in relation to the following:-
- 5.3.1 The failure to correctly and properly release the **Cargo** to the authorized receiving party under a lawful and valid **Contract of Carriage** (misdelivery of **Cargo**);

- 5.3.2 The failure to either comply with or provide instruction, information and advice;
- 5.3.3 The failure to correctly complete or furnish necessary documentation;
- 5.3.4 The failure to perform the contractual obligations within reasonable time;
- 5.3.5 The failure to deliver the **Cargo** to the correct destination (misdirection of **Cargo**)

#### **Special Conditions**

- 5.4 For the coverage of misdirection of **Cargo**, the **Insurer** shall indemnify the **Insured** for the extra costs involved in re-routing the **Cargo** to the correct destination by the same or similar mode of transport. Such extra costs shall be determined as follow:-
  - 5.4.1 Actual costs incurred in transporting the **Cargo** from the place of origin to the incorrect destination PLUS reasonable costs involved in transporting the **Cargo** from the incorrect destination to the correct place of delivery LESS the reasonable costs involved as if the **Cargo** was transported from the place of origin to the correct place of delivery.
- 5.5 For the coverage of misdelivery of **Cargo**, it shall be a condition precedent to the **Insurer's** liability under Clause 5.3.1 that:
  - 5.5.1 The **Insured** agent's actions must be in breach of clear instructions provided by the **Insured**;
  - 5.5.2 The **Insured** has no knowledge of the **Insured** agent's and/or Sub-contractor's actions;
  - 5.5.3 The **Insured** must not have acted recklessly.

#### **SECTION C – THIRD PARTY LIABILITY**

##### **Risks Covered**

- 5.6 The **Policy** will indemnify the **Insured** in respect of its legal liability and/or for costs arising from the **Insured Ordinary Operations** for third party liability for:-
  - 5.6.1 Physical loss and/or damage to **Third Party** property not in the **Insured's** physical care, custody and /or control; and
  - 5.6.2 Death and/or bodily injury and/or illness of any **Third Party**.

#### **SECTION D – FINES, DUTIES AND OTHER COSTS**

##### **Risks Covered**

- 5.7 This **Policy** will indemnify the **Insured** in respect of its legal liability and/or costs arising from the **Insured Ordinary Operations** in respect of the fines, duties and penalties arising from the breach of:-
  - 5.7.1 Customs regulations, arising from, in connection with and/or in relation to the import and/or export of **Cargo**;
  - 5.7.2 Immigration regulations;
  - 5.7.3 Security/anti-terrorism measures and/or regulations;
  - 5.7.4 Regulations in relation to safety at work;
  - 5.7.5 Environmental damage, seepage, pollution, or contamination regulations.
- 5.8 The **Policy** will also indemnify the **Insured** in respect of its legal liability and/or costs arising from the **Insured Ordinary Operations** in respect of the extra costs as incurred in the following circumstances:-
  - 5.8.1 The total failure of the consignee to collect or remove **Cargo** at the place of delivery (uncollected **Cargo**);
  - 5.8.2 Quarantine and disinfection, including fumigation, other than in the **Insured Ordinary Operations**;
  - 5.8.3 Extra costs incurred to complete the **Contract of Carriage** due to the failure of the Sub-contractor to provide the service to the **Insured** within reasonable time.

## Special Conditions

- 5.9 For the coverage of environmental damage, seepage, pollution and contamination, the **Policy** is further subject to the following:-
- 5.9.1 The incident is caused by an event which is sudden and accidental, and such event first commenced on an identified specific date during the **Period of Insurance**; and
- 5.9.2 The event is discovered and made aware to the **Insured** within seven (7) days after it first commenced and is reported to the **Insurer** within thirty (30) days thereafter.

## 6. GENERAL EXCLUSIONS

This **Policy** excludes any **Claim**, loss, damage, liability or expense directly or indirectly caused by or contributed by or arising from the following:-

### 6.1 Excluded Cargo

- 6.1.1 Bullion and precious metal objects;
- 6.1.2 Bank notes, coins, cheques, securities or credit cards;
- 6.1.3 Bonds, negotiable documents, securities and other financial instruments;
- 6.1.4 Jewellery, works of antiques, precious stones and similar interests;
- 6.1.5 Live animals, livestock, birds, reptiles or fish;
- 6.1.6 Motor, aircraft, watercraft, caravans, trailers of any kinds being transported under their own power or whilst being towed on their own axle except during the ordinary course of loading onto and off loading from carrying conveyance and/or during the ordinary course of stuffing and destuffing of shipping containers or crates;
- 6.1.7 **Dangerous Goods** and/or hazardous commodities; and
- 6.1.8 **Cargo** carried gratuitously

### 6.2 Increased Liability and Performance Guarantee Exclusion

- 6.2.1 The increased liability due to the contractual agreement to declare or agreed value of **Cargo** between the **Insured** and its customers;
- 6.2.2 The liability due to the contractual agreement to the agreed delivery date or time;
- 6.2.3 The contractual agreement to a higher **Limit of Liability** or responsibility than the **Insurer's Approved Documents** and/or any mandatory applicable limitations under the relevant legislations and/or international conventions;
- 6.2.4 The additional liability arising and/or resulting from the **Insured** waiving its right of recourse or any defence against any liable **Third Party**; and

### 6.3 Deliberate Acts, Reckless and Illegal Conduct Exclusion

- 6.3.1 The **Insured's** dishonesty, infidelity or fraud, collusion, malicious, willful or deliberate act or reckless conduct;
- 6.3.2 The **Insured's** participation of illegal trade and handling of contraband cargo (except under the circumstance where the cargo type is fraudulently concealed by the **Insured's** customer which is unaware to the **Insured**);
- 6.3.3 Any liability arising from a breach of current laws and/or regulations that is considered criminal at the relevant jurisdiction and any criminal action taken against the **Insured**;
- 6.3.4 Any liability arising from the intentional ante dating or post dating in the **Contract of Carriage**

### 6.4 Unattended Cargo or Vehicle Exclusion

- 6.4.1 Any liability arising from the **Cargo** and/or vehicle handle and/or operated and/or owned by the **Insured** left unattended without reasonable effort having been made by the **Insured** or the **Insured's** servants or agents to ensure its security except when passing through customs for customs declaration and/or

at the time of arriving into warehouse for registration, pick up, delivery and/or filling gas and necessary rest break. Engine of unattended vehicle should be turned off and securely locked with keys removed and all openings securely closed, with the driver in the immediate vicinity.

6.5 **Cargo Insurance Arrangement Exclusion**

6.5.1 Any liability arising from arranging or procuring **Cargo** insurance for a customer.

6.6 **Vessel/Aircraft Operation/Chartering Exclusion**

6.6.1 Any liability arising from managing, navigating, operating or chartering a vessel/aircraft except under a slot or space charter.

6.7 **Asbestos Exclusion**

6.7.1 Any liability in connection with asbestos and related substance.

6.8 **Financial Default Exclusion**

6.8.1 The **Insured's** insolvency, liquidation, bankruptcy, receivership, trading whilst insolvent or any other financial default.

6.9 **Commercial Dispute Exclusion**

6.9.1 The **Insured's** inability or failure to pay or collect debts;

6.9.2 Any disputes on freight, fee, charges, tariff, debt between the **Insured** and other contractual parties;

6.9.3 Any commercial fines or penalties in respect of tariff or freight completion or structure of operation of the **Insured's** business;

6.9.4 Any contractual penalty arising from the consequences of commercial misjudgment by the **Insured**.

6.10 **Third Party Liability Exclusion**

6.10.1 Legal liability arising out of or in connection with the course of employment of the **Insured** and/or liability which is covered under the **Insured's** employee compensation insurance;

6.10.2 Legal liability for the loss of or damage to the property and/or equipment owned, rented, leased and/or hire purchased by the **Insured**;

6.10.3 Legal liability arising out of or in connection with a motor vehicle, chassis, trailer and/or other similar road conveyance which is covered under the motor insurance;

6.10.4 Legal liability arising out of or in connection with product liability;

6.10.5 Legal liability arising out of or in connection with a land, warehouse or other property which is owned, leased, rented and/or operated by the **Insured** and is not covered as an **Insured Premises**;

6.11 **Unexplained Loss of Cargo during Storage Exclusion**

6.11.1 Inventory shrinkage or unexplained loss or mysterious disappearance of **Cargo** whilst in storage including any unexplained discrepancy between any records made or kept by the **Insured** or any record produced by any customers or any loss subsisting only in a profit and loss comparison or shortage discovered upon stock taking or preparing **Cargo** for transit which is not traceable to an identifiable event.

6.12 **Uncontrolled and Special Circumstances**

6.12.1 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, or sabotage, rebellion, revolution, insurrection military or usurped power;

- 6.12.2 Industrial disputes, boycotts, strikes, riots, civil commotions, lockouts, stoppages or restraints of labour of whatsoever nature or kind whether partial or general and whether or not involving the **Insured's** employees;
  - 6.12.3 Confiscation, nationalisation or requisition or destruction of or damage property by or under the order of any authority;
  - 6.12.4 Piracy, capture, seizure, restraint or detainment; and
  - 6.12.5 Act of God, however this exclusion is not applied if the insured becomes legally obligated to pay those damage.
- 6.13 **Civil Wrong Exclusion**
- 6.13.1 Any liability arising from the civil wrong including but not limited to defamation, libel, slander, discrimination in any form, infringement of copyright, nuisance, infringement of human right or other similar kind.
- 6.14 **Employer's Liability Exclusion**
- 6.14.1 Any **Claim** in relation to or in connection with or arising out of the **Insured's** employment, contract for services or appointment.
- 6.15 **Lien Exclusion**
- 6.15.1 A right of lien exercised, whether or not wrongful, against any property by any parties.
- 6.16 **Damages Exclusion**
- 6.16.1 Punitive, exemplary, aggravated, compound or multiplied damages against the **Insured**.
- 6.17 **Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion**
- 6.17.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - 6.17.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - 6.17.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - 6.17.4 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;
  - 6.17.5 Any chemical, biological, bio-chemical, or electromagnetic weapon.
- 6.18 **Cyber Attack Exclusion**
- 6.18.1 Subject only to Clause 6.18.2 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;
  - 6.18.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 6.18.1 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.

6.19 **Sanction Limitation and Exclusion**

6.19.1 No **Insurer** shall be deemed to provide cover and no **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 the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7. **GENERAL CONDITIONS**

7.1 **Period of Insurance**

7.1.1 The **Period of Insurance** is stipulated on the **Policy Schedule**. This **Policy** will indemnify the **Insured** in respect of its legal liability and/or costs arising from an incident occurred during the **Insured Ordinary Operations** within the **Period of Insurance**.

7.2 **Insurance Coverage**

7.2.1 This **Policy** will indemnify the **Insured** in respect of its legal liabilities and/or costs arising from an incident occurred during the **Insured Ordinary Operations** where the **Insured** has taken out the **Insurance Coverage** as listed in the **Policy Schedule** whilst such **Insured Ordinary Operations** are performed by:

7.2.1.1 the **Insured** and/or its employees; and/or

7.2.1.2 the **Insured's** agents; and/or

7.2.1.3 the **Sub-contractors**; and/or

7.2.1.4 the **Insured's** servants.

7.2.2 For the legal liability and/or costs arising from the **Insurance Coverage** performed by parties in Clauses 7.2.1.2, 7.2.1.3 and 7.2.1.4, the **Insurer** will reserve the right of subrogation to the respective liable party.

7.3 **Incorporation of Standard Trading Terms and Conditions**

7.3.1 It is a condition precedent of this **Policy** that the **Standard Trading Terms and Conditions**, if any, of the **Insured** must be incorporated in the **Insured Ordinary Operations**.

7.4 **Geographical Limit**

7.4.1 Unless specified in the **Policy Schedule** and subject to Clause 6.19 herein, the **Insurance Coverage** is provided on a worldwide basis.

7.5 **Claims Notification Clause**

7.5.1 In the event of a **Claim**, subject to the **Policy**, the **Insured** shall notify the **Claims Notification Contacts** in the **Policy Schedule** not later than sixty (60) days from the date when the **Insured** has become aware of or informed of the incident which may give rise to the **Claim**. Failing valid notification to the **Claim Notification Contacts**, the **Insurer** shall have the sole and absolute discretion to cover the costs listed in Clause 7.6 herein.

7.6 **Costs Clause**

7.6.1 This **Policy** covers the following costs or expenses necessarily or reasonably incurred in a **Claim** under the relevant **Insurance Coverage**, unless the appointment had been made by the **Insured** without the **Insurer's** prior approval, such approval may be granted retrospectively at the sole and absolute discretion of the **Insurer**:-

7.6.1.1 Survey fee for the purpose of investigating the damage and/or loss for the **Insured**;

7.6.1.2 Legal fee for the purpose of defending the **Claim**;

7.6.1.3 Costs for the purpose of mitigating the loss.

## 7.7 **Limit of Liability**

- 7.7.1 The **Limit of Liability** on **AOI** or within **AOP** of insurance (whichever is applicable) of the **Insurance Coverage** or for particular **Claim** are stipulated in the **Policy Schedule**.
- 7.7.2 In no event shall any indemnity payable under the **Policy** combined with the costs and expenses in Clause 7.6 above exceeds the **Limit of Liability** applicable to the **Claim**.
- 7.7.3 If a **Claim** can be covered by more than one section of the **Insurance Coverage** or if there are a number of **Claims** resulting from the same incident can be covered by more than one section of the **Insurance Coverage**, the highest **Limit of Liability** applicable to the relevant section of the **Insurance Coverage** shall apply as the **Policy Limit of Liability** of the **Claim**.
- 7.7.4 Notwithstanding Clauses 7.7.1, 7.7.2, 7.7.3 and 7.7.4 in no event shall the **Insurer** be liable for any indemnify and/or costs to the **Insured** (or **Co-Insured**) under this **Policy** is excess of the **Aggregate Policy Limit**.
- 7.7.5 The **Insurer's** liability under this **Policy** shall cease once the respective amount stated under the heading "**Aggregate Policy Limit**" in the **Policy Schedule** has been exhausted by the payment of **Claims**.

## 7.8 **Deductible**

- 7.8.1 The **Deductible** of the **Insurance Coverage** and for a particular **Claim** is stipulated in the **Policy Schedule**.
- 7.8.2 Any indemnity payable under this **Policy** and/or any costs and/or expenses as incurred in the **Policy** shall attract a **Deductible** except when the **Claim** is finalized with only survey fee and/or loss adjuster fee being incurred.
- 7.8.3 If a **Claim** can be covered by more than one section of the **Insurance Coverage** or if there are a number of **Claims** resulting from the same incident can be covered by more than one section of the **Insurance Coverage**, the highest **Deductible** applicable to the relevant section of the **Insurance Coverage** shall apply once only.

## 7.9 **Documents Approval**

- 7.9.1 It is a condition precedent that any trading documents (which include but not limited to **Insured's Standard Trading Terms and Conditions, Contract of Carriage**, whatsoever services/agency agreement that might potentially affect **Insured's** liability under this **Policy**, or whatsoever similar type of documents) as used by the **Insured** with its customers under the **Insured Ordinary Operations** has to be provided to the **Insurer** for approval prior to the attachment of the risk. If such documents have not been approved by the **Insurer**, the **Insured's** legal liability and/or costs may be covered subject to the sole and absolute discretion of the **Insurer**. Approval of trading document does not necessarily means Insurer will be responsible for all contractual terms contained therein. All indemnity shall continue to be subject to this **Policy**.

## 7.10 **Claims Provision**

- 7.10.1 In case of any **Claim** or for any incident or occurrence or discovery that likely give rise to a loss or claim under this **Policy**, the **Insured** shall as soon as practicable give written notice to the **Claims Notification Contacts**. If the **Claim** is not notified to the **Claims Notification Contacts** within sixty (60) days from the date when the **Insured** has become aware of or informed of the incident which may give rise to the **Claims**, the **Insurer** may treat the **Claim** as late notification and shall reserve the right to decline the **Claim**.
- 7.10.2 The **Insured** is obligated to follow the **Insurer's** instruction to perform the following for the purpose of handling the **Claim**:-

- 7.10.2.1 Obtain all necessary document and information from relevant party;
  - 7.10.2.2 Assist with negotiations with relevant party;
  - 7.10.2.3 Take reasonable steps to minimize the loss;
  - 7.10.2.4 Assist with the recovery of loss subsequent to the loss being paid under the **Policy**; and
  - 7.10.2.5 Whatsoever reasonable assistance for the purpose of protecting the **Insured's** interest.
- 7.11 **Insured Premises Clause**
- 7.11.1 Any **Insured Premises** owned, leased, rented or operated by the **Insured** and used for the **Insured Ordinary Operations** must be declared to the **Insurer**. The **Insurer** shall confirm the coverage by listing the locations under the section "**Insured Premises**" in the **Policy Schedule** subject always to the adequate firefighting equipment and security measures being maintained and operative and in accordance with whatsoever laws, rules and regulations at all material times throughout the **Period of Insurance** unless specifically agreed.
  - 7.11.2 The **Insured** shall exercise reasonable care to ensure that any location used for storage in the **Insured Ordinary Operations**, other than the **Insured Premises** owned, leased or operated by the **Insured** which shall be subject to the terms and conditions of this **Policy**, shall be suitable in all respects taking into account the type, nature and value of the **Cargo**.
- 7.12 **Roadworthy Vehicles**
- 7.12.1 All benefits under this **Policy** shall be forfeited if the **Insured** fails to take any reasonable measure to maintain in a roadworthy of any carrying vehicles which are owned, managed, used or controlled by the **Insured**.
- 7.13 **Subrogation**
- 7.13.1 The principles of subrogation shall at all times apply to this **Policy** and the **Insured** agrees to take all reasonable and necessary steps (including but not limited to the provision of all relevant information and documents at the **Insurer's** request but at no cost to the **Insurer**) to protect the **Insurer's** interests and to enable the **Insurer** to pursue a subrogated claim.
- 7.14 **Recovery**
- 7.14.1 Any amount recovered from a **Third Party** in respect of any **Claim** will be credited to the **Insurer** to the fullest extent of any **Claim**, indemnity, costs and expenses paid by the **Insurer** and any balance, if any, thereafter will be credited to the **Insured**.
- 7.15 **Severability**
- 7.15.1 If any part of the **Policy** is held to be unenforceable or invalid, the remainder of the other parts of this **Policy** shall remain valid.
- 7.16 **Non Admission of Liability**
- 7.16.1 By giving consent to the incurring of costs and/or expenses as stated in Clause 7.6 or by requiring the **Insured** to take or procure an action or step or by taking any other action or step, the **Insurer** shall not be considered as having admitted liability under this **Policy**.
- 7.17 **Admission of Liability**
- 7.17.1 The **Insured** shall not admit liability in whatsoever form and/or extend to a **Claim** without the prior approval of the **Insurer**.
- 7.18 **Assignment**

7.18.1 Assignment of interest under this **Policy** shall not be valid except with the **Insurer's** prior written approval.

7.19 **Double Insurance**

7.19.1 If the **Insured** is insured by this **Policy** and an insurance policy of another for the same risk, this **Policy** will exclude any **Claim** to the extent that it is recoverable from the other insurance policy.

7.20 **Right to Settle**

7.20.1 Where in the sole and absolute discretion of the **Insurer**, a **Claim** insured under the **Policy** may be settled or compromised, the **Insurer** shall be entitled to demand that the **Insured** shall settle and/or compromise the **Claim**. If the **Insured** shall unreasonably refuse, the **Insurer** may discharge its obligations under the **Policy** either by payment to the **Insured** of any sum representing the amount at which the **Claim** could be settled or compromised (in the opinion of the **Insurer**) less the applicable **Deductible**, or if the **Claim** may be settled or compromised under such **Deductible**, then by giving written notice to the **Insured** that the **Insurer** consider their liability to have been discharged and by giving such notice, the **Insurer** shall be discharged in respect of the **Claim**. Failure to do so will entitle the **Insurer** to reject the **Claim**.

7.21 **Several Liability Clause**

7.21.1 The subscribing insurers' 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 are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

8. **LAW AND JURISDICTION**

8.1 In the event of disputes in connection with and/or in relation to this **Policy**, the **Insurer** and the **Insured** agree to use their best endeavour to resolve their disputes and/or differences within sixty (60) days from the date of the disputes and/or differences.

8.2 In the circumstances that the disputes and/or differences cannot be resolved within the said sixty (60) days, this **Policy** shall be governed and construed in accordance with the laws of the Taiwan, R.O.C. The Courts of the ~~Taiwan, R.O.C. Hong Kong Special Administrative Region~~ shall have exclusive jurisdiction on any disputes in connection with and/or arising out of and/or in relation to this **Policy**.

備查文號：103.12.16 一產水字第 1030861 號函備查

**第一產物 50/50 Clause (EAR/Marine Cargo)**

In the event of loss of or damage to insured interest which is simultaneously the subject to Claims under Ear Policy and under Marine 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 Ear insurers shall contribute 50% of the adjusted Claim provided that Marine Insurers also agree to contribute 50% such contribution to be without prejudice to subsequent final apportionment as between such insurers and the insurer hereon.

## 第一產物 CO-Insurance Clause

The subscription hereto of the Co-Insurers is as mentioned below, and the Co-Insurer(s), each for itself and not one for the other(s), 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).

The First Insurance Co., Ltd. XX%  
XXX Insurance Co., Ltd. XX%

The Co-Insurer(s) hereby appoint The First 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 First Insurance Co., Ltd. shall act as the 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)

**The First Insurance Co., Ltd.**  
Percentage Assumed: XX%  
Policy No. :  
Premium:

**XXX Insurance Co., Ltd.**  
Percentage Assumed: XX%  
Policy No. :  
Premium:

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Authorized Signature

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Authorized Signature

備查文號：103.12.30 一產水字第 1030919 號函備查

## 第一產物 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 compute 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.

備查文號：104.01.23 一產水字第 1040046 號函備查

## 第一產物 Container Clause

Notwithstanding anything contained herein to the contrary where cargo, insured hereunder, is carried in containers, it is agreed, as between the Insured and Insurer, that the seaworthiness and/or cargo-worthiness of the container is hereby admitted.

It is agreed that this Policy is also to pay for shortage of contents (meaning thereby the difference between the number of packages as per shippers and/or suppliers invoice and/or packing list and/or any other accepted document of the Insured's trade and/or business loaded or alleged to have been laden in the container and/or trailer and/or vehicle load and the count of packages removed therefrom taken by the Insured and/or consignee and/or their agent at time of container emptying) notwithstanding that seals may appear intact, and/or any other loss and/or damage including but not limited to cargo and/or container sweat, howsoever arising.

備查文號：104.01.23 一產水字第 1040047 號函備查

### **第一產物 Returned Shipment Clause**

Shipments upon which delivery to the Insured and/or Consignee cannot be accomplished because of refusal of acceptance, recall and which are returned for this or any other reason are held covered while at risk of the Insured until sold or otherwise disposed of, subject to terms and condition of ICC(C) Clause, including Washing Overboard plus Theft, Pilferage and Non-Delivery.

備查文號：104.01.23 一產水字第 1040048 號函備查

### **第一產物 Payment of Claim Clause**

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

備查文號：104.01.23 一產水字第 1040049 號函備查

### **第一產物 Cost of Compiling Records and Claim Reparation Clause**

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 as arranged per occurrence and annual aggregate.

備查文號：104.04.30 一產水字第 1040289 號函備查

### **第一產物 Protection & Indemnity**

## **Insurance**

## SECTION A

01.07.14

### RISKS INSURED:

In consideration of the premium being paid as agreed hereunder, the Insurer will indemnify the Insured or the Insured's executors, administrators and/or successors for such loss and/or damage and/or expense as the Insured in respect of the vessel(s) named herein has become liable to pay and has paid in the capacity as agreed for the liabilities, risks, events and/or happenings described herein.

#### **1) Liabilities For Crew Members**

- I. Liability for loss of life or personal injury to or illness of any member of the crew of the vessel(s) named herein, excluding, unless otherwise agreed by an endorsement hereon, liability under any Compensation Act to any employee of the Insured, (other than a member of the crew) or in case of death to his beneficiaries or heirs.
- II. Liability for hospital, medical or other expenses necessarily and reasonably incurred in respect of loss of life, personal injury to or illness of any member of the crew of the vessel(s) named herein. Such liability shall include burial and repatriation expenses, when necessarily and reasonably incurred by the Insured.
- III. Liability for repatriation expenses of any member of the crew of the vessel(s) named herein, necessarily and reasonably incurred, under statutory obligation including liabilities in respect of crew repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (MLC 2006) or domestic legislation by a state party implementing MLC 2006. There shall be no recovery where such expenses arise out of or ensue from the termination of any agreement in accordance with the terms thereof, or by mutual consent, or by sale of the said vessel(s), or by other act of the Insured. Wages shall be included in such expenses when payable under a statutory obligation, during unemployment due to the wreck or loss of a vessel named herein.
- IV. Liability for costs and expenses incurred in providing substitute crew where necessary, by reason of a loss insured under Section A 1) III.), above.
- V. Liability to pay damage or compensation for loss of or damage to the personal effects of any member of the crew. There shall be no recovery in respect of claims for cash, negotiable instruments, credit or charge cards, precious or rare metals or stones, jewellery or other valuables or objects of a rare or precious nature.

Where liability arises under the terms of a crew contract and would not have arisen but for those terms, that liability is not covered hereunder, unless and only to the extent that those terms shall have been approved by the Insurer in writing.

#### **2) Liabilities for Persons other than Crew**

Liability to pay damages or compensation for personal injury, illness or death of any person, other than the persons specified in Section A1) and hospital, medical or funeral expenses incurred in relation to such injury, illness or death, provided always that Cover under this

Section is limited to liabilities arising out of a negligent act or omission on board or in relation to a vessel named herein or in relation to the handling of her cargo from the time of receipt of that cargo from the shipper or pre-carrier at the port of shipment until delivery of that cargo to the consignee or onward carrier at the port of discharge.

### **3) Liabilities for Damage caused to other Vessels**

- I. Liability for loss of or damage to any other vessel, craft, cargo or other property on such other vessel or craft, caused by collision with the vessel named herein, only insofar as such liability exceeds the Agreed Insured Hull Value of the vessel and its appurtenances immediately prior to such collision; or for such other proportion as may have been agreed in writing in advance by the Insurer.
  - a. Claims under this clause shall be settled on the principle of cross-liabilities.
  - b. Notwithstanding the foregoing, if any one or more of the various liabilities arising from such collision has been compromised, settled or adjusted without the written consent of the Insurer, the Insurer will be relieved of liability for any and all claims hereunder.
- II. Liability for loss of or damage to any other vessel, craft or to property on such other vessel or craft, not caused by collision, provided such liability does not arise by reason of a contract made by the Insured.

Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Insured, the Insurer will be liable as if such damaged property belonged to another but only to the extent of the excess over any amount recoverable under any other insurance relating to such property.

### **4) Liabilities for Loss or Damage to the Property of Third Parties**

Liability to third parties for damage to any dock, pier, harbour, jetty, buoy, lighthouse, breakwater, structure, beacon, cable, or to any fixed or movable object or property whatsoever, except another vessel or craft, or property on another vessel or craft.

Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Insured, the Insurer will be liable as if such damaged property belonged to another, but only to the extent of the excess over the amount recoverable under such other insurance(s) which may be in place.

### **5) Liabilities for the Removal of a Wreck**

Liability for the costs or expenses of, or incidental to, the removal of the wreck of a vessel named herein when such removal is compulsory by law, provided that:

- I. There shall be deducted from such claim for costs or expenses, the value of any salvage from or which might have been recovered from the wreck, inuring, or which might have inured, to the benefit of the Insured.
- II. The Insurer shall not be liable for such costs or expenses which would be covered by the Insured's Hull & Machinery policy as outlined in Section C clause (1) of this Policy or claims arising out of hostilities or war-like operations, whether before or after any declaration of war.

## **6) Liabilities in Respect of Cargo Carried on Board a Vessel**

Liability incurred by the Insured as a result of a breach of his duties or obligations as a carrier by sea for claims, costs and expenses in respect of loss of or damage to cargo intended to be or being or having been shipped or carried on a vessel named herein or delay in delivery thereof.

**PROVIDED THAT** the Insurer shall only be liable in respect of any such claim, cost or expense to the extent that the Insured would have been liable therefore if the contract of carriage had been on the terms of the Hague-Visby Rules, except that if the Hamburg Rules or other international convention or the Carriage of Goods by Sea Act of the United States of America is applied to the contract of carriage by compulsory legislation, then the Insurer shall be liable for such claims to the extent that the Insured is liable under the terms of the Hamburg Rules or such other convention or Act.

### ***Ad Valorem Bills of Lading***

Unless and only to the extent that a special cover has been agreed in writing by the Insurer, there shall be no recovery in respect of any liability to any cargo claimant arising under a Bill of Lading, Waybill or other document containing or evidencing the contract of carriage in which the value of any relevant unit, piece or package has been stated to be in excess of whichever is the higher of USD2,500 (or the equivalent in any other currency at the time when the Bill of Lading or other document was issued) or the limitation per unit, piece or package in accordance with the Hague-Visby Rules (or other convention or Act applicable as provided above) as enacted in the country where the Bill of Lading or other document as issued, except to the extent that the Insured would have been liable if no value had been stated in the Bill of Lading or other document.

### ***Specie, Rare and Valuable Cargo***

Unless and to the extent that special cover has been agreed in writing by the Insurer there shall be no recovery in respect of claims relating to the carriage of specie, bullion, precious or rare metals or stones, plate or other objects of a rare or precious nature, bank notes or other forms of currency, bonds or other negotiable instruments.

### ***Paperless Trading Clause***

There shall be no recovery from the Insurer in respect of any liability, cost or expense whatsoever or howsoever arising, whether directly or indirectly, out of or in consequence of:

- I. the Insured's participation in or use of any system or contractual arrangement the predominant purpose of which is to replace paper-based documentation in shipping and/or international trade with electronic messages, including, without limitation, the Bolero system (any such system or arrangement being referred to in this clause as a 'paperless system'), or
- II. a document which is created or transmitted under a paperless system which document contains or evidences a contract of carriage, or
- III. the carriage of goods pursuant to such a contract of carriage,

save to the extent that the Insurer in its sole discretion may determine that such liability, cost or expense would have arisen and would have been covered by this insurance if the Insured had not participated in or used a paperless system and the contract of carriage had been contained in or evidenced by a paper document.

For the purpose of this clause a 'document' shall mean anything in which Information of any description is recorded, including, but not limited to, computer or other electronically generated information.

**ALSO PROVIDED ALWAYS THAT there shall be no recovery in respect of liabilities costs or expenses arising from:-**

- i. The discharge and/or delivery of cargo at a port or place other than that named in the Bill of Lading or other contract of carriage;
- ii. The discharge and/or delivery of cargo carried under a Bill of Lading without production of an original Bill of Lading;
- iii. The delivery of cargo carried under a Sea Waybill or other non-negotiable document, without first obtaining satisfactory proof that the person receiving the cargo is entitled to delivery under the terms of the Sea Waybill or other document;
- iv. The issue of an antedated or post-dated Bill of Lading or other receipt for cargo (that is, a Bill of Lading or other receipt showing the loading shipment or receipt for shipment of cargo on a date prior to or subsequent to the date on which the cargo was actually loaded, shipped or received for shipment);
- v. The issue with the knowledge of the Insured or of the Master of the vessel of a Bill of Lading or other receipt for cargo in which the description quantity quality or condition of any cargo is incorrectly or inadequately described;
- vi. Any deviation, in the sense of a departure from the contractually agreed voyage or adventure which deprives the Insured of the right to rely on defences or rights of limitation of liability which would otherwise have been available to the Insured on the basis of the Hague-Visby Rules (or other convention or Act applicable as provided above), including but not limited to carriage of cargo on-deck where under-deck Bills of Lading have been issued or where the nature and/or value of the cargo or shippers instructions forbid on-deck carriage;
- vii. The failure of the vessel to arrive or its late arrival at a port or place to load cargo and/or its failure to load or to load a full cargo or the quantity of cargo agreed;
- viii. Any claim in respect of delay in arrival or delivery of cargo arising from a failure by the Insured or by the Master or crew of the carrying vessel to prosecute the voyage with reasonable despatch;
- ix. Any claim in respect of delay in arrival or delivery of cargo arising under a contract of carriage containing an undertaking that the cargo would arrive or be delivered by a stated date, or where the Insured is liable on the basis that the Insured or other carrier of the cargo was aware that the cargo was required to arrive or be delivered by a certain time;
- x. Any claim in respect of a failure to maintain a contractual rate of discharge;
- xi. Any claim in respect of loss arising from the loss of an import licence in respect of any cargo, except where such loss of import licence was the result of physical damage to the cargo for which the Insured would be liable under the Hague-Visby Rules (or other convention or Act applicable as provided above).

- xii. The lien or sale of cargo or other property for any purpose;
- xiii. Any claim which has in fact arisen from inherent defect or other vice, irrespective of the ground or basis on which any court or tribunal may have held a cargo claimant to be entitled to recover from the Insured or other carrier of the cargo;
- xiv. Any claim arising out of the carriage of livestock or other live animals whether on or under the deck of a vessel, including but not limited to any claim for loss of or damage to or injury or sickness of any livestock or any animal;
- xv. Unless otherwise agreed in writing by the Insurer, any loss or damage to property or cargo owned by the Insured or Affiliated/Associated Companies.

### **Reefer Cargo**

It is warranted reefer vessel machinery is Classed and Class maintained, and all parts of a refrigerated vessel's machinery will remain in Class during the policy period.

### **Heavy Lift Structures carried on-deck**

If the Insured with the agreement of the Insurer carries any structure on-deck, cover hereunder shall only apply if:

- I. the structure is separately insured under a cargo policy no less wide than the Institute Cargo Clauses 'A' (CL 252) or equivalent with the Insured being named as an Insured or Co-Insured under such policy; or
- II. in the contract of carriage the Insured has disclaimed all liability for loss of or damage to the structure carried howsoever arising and in addition has obtained an indemnity from the owners of the structure and a waiver of subrogation from any and all Insurers of the said structure including but not limited to responsibility for such removal of the structure howsoever or by whomsoever caused.

## **7) Liabilities for Pollution**

Liability for claims and incidental expenses in relation to:-

- I. damages or compensation payable for pollution or the threat thereof, including costs and expenses incurred by the Insured in performing any measures reasonably taken to avoid, minimise or clean up pollution and any losses or damage incurred as a result of such measures;
- II. any measures reasonably taken to comply with the order of any Government or Authority to avoid, minimise or clean up pollution, unless such liabilities and incidental expenses are, or would but for the policy of insurance, be recoverable under other policies in respect of a Vessel named herein.

Under this clause, there shall be no recovery for liability for pollution or contamination arising out of waste dumping or incineration carried out from or on a Vessel named herein.

## **8) Fines and Penalties**

Liability for fines and penalties, including expenses necessarily and reasonably incurred in avoiding or mitigating the same. Provided, however the Insurer shall not be liable to indemnify the Insured against any such fines or penalties resulting directly or indirectly from the failure, neglect, or default of Insured or his managing officers or agents to exercise due diligence in preventing the same or to ensure compliance with such regulations as may become applicable in respect of the seaworthiness of vessels or to safety of life, property and the environment.

## **9) Towage Liabilities**

I. Liability under the terms of a contract for the customary towage of a Vessel, including:

- a. towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading; or
- b. towage of vessel(s) as are habitually towed in the ordinary course of trading from port to port or from place to place.

II. Towage of a vessel named herein other than customary towage

Liability under the terms of a contract for towage of a vessel other than customary towage covered under paragraph (I.) of this Section but only if and to the extent that cover has been agreed by the Insurer in writing hereon.

III. Towage by a vessel named herein

Liability arising out of towage of another vessel or object by a vessel named herein but only if and to extent:

- a. cover for such liability has been agreed by the Insurer in writing. PROVIDED THAT unless agreed by the Insurer in writing such cover shall be deemed to exclude liability for all losses howsoever arising on the part of the vessel named herein for loss of, damage to, or wreck removal of the towed vessel or object or any cargo or property thereon; or
- b. such towage was necessary for the purpose of saving or attempting to save life or property at sea.

## **10) Stowaways and Refugees**

Cover is provided for liabilities and expenses incurred by the Insured in discharging his obligations towards or making necessary arrangements for deserters, stowaways, refugees or persons saved at sea, including rescue expenses, but only if and to the extent that the Insured is legally liable for the expenses or they are incurred with the agreement of the Insurer.

## **11) Diversion Expenses**

Expenses incurred as a result of diversion or delay of a vessel named herein (over and above the expenses that would have been incurred but for the diversion or delay) solely for the following purposes:

- I. Securing necessary treatment ashore of sick or injured persons aboard the vessel named herein.

- II. Awaiting a substitute for a sick or injured seaman who has been landed ashore for treatment.

### **12) Liabilities Arising out of Life Salvage**

Sums legally due to third parties by reason of the fact that they have saved or attempted to save the life of any person on or from a vessel named herein but only if and to the extent that such payments are not recoverable under the Hull & Machinery Policy of a vessel named herein or from cargo owners or underwriters.

### **13) General Average**

Liability for, or loss of, cargo's proportion of General Average, including special charges, in so far as the Insured cannot recover the same from any other source solely by reason of a breach of the contract of carriage; subject however, to the exclusions of Section A sub-section 6) and provided that if the Charter Party, Bill of Lading, or Contract of Affreightment does not contain the New Jason Clause set out in Section A Subsection 6) in which case the Insurer's liability hereunder shall be limited to the extent as would have existed if such clause were contained therein.

### **14) Additional Contractual Liabilities**

Liabilities, costs and expenses insofar as such liabilities, costs and expenses would be covered under the other paragraphs of Section A, but which arise under the terms of an indemnity or contract made by the member.

#### **PROVIDED ALWAYS THAT:-**

- I. the terms of such indemnity or contract shall have been approved by the Insurer in writing and the Insured shall have undertaken to pay such additional premium as may be required by the Insurer.
- II. cover under this paragraph shall be limited to such sum and to such of the liabilities, costs and expenses covered under Section A and not otherwise excluded in this policy as may be agreed from time to time between the Insured and the Insurer and endorsed thereon.

### **15) Special Cover for Salvors**

Liabilities, costs and expenses which an Insured being a professional salvor, may incur arising out of salvage operations performed or to be performed by the Insured and which arise out of the operation of and in respect of the Insured's interest in a vessel named herein where their vessel is a salvage tug or other vessel intended to be used in salvage operations, but only where such cover has been first agreed in writing with the Insurer and on such terms as the Insurers may think fit.

PROVIDED ALWAYS THAT such liabilities, costs and expenses relate to the risks specified in the other paragraphs of Section A.

### **16) Sue and Labour Costs and Expenses**

Costs, charges and expenses reasonably incurred and paid by the Insured in defending any liabilities insured against hereunder in respect of the vessel named herein, subject to the agreed deductibles applicable and subject further to the conditions and limitations hereinafter provided.

## **SECTION B**

### **RISKS EXCLUDED**

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that cover hereunder shall in no instance apply to:-

- I. Any loss, damage, liability or expense sustained by reason of capture, seizure, arrest, restraint or detainment, or the consequence of military, naval or air action by force of arms, including mines and torpedoes or other missiles or engines of war, whether of enemy or friendly origin, or sustained in consequence of placing the vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement; and any such loss, damage and expense shall be excluded from this Policy without regard to whether the Insured's liability therefore is based on negligence or otherwise and whether before or after a declaration of war.
- II. Any loss damage liability or expense arising from:
  - a) terrorism; and/or
  - b) steps taken to prevent, suppress, control or reduce the consequence of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- i. the causing, occasioning or threatening of harm of whatever nature and by whatever means
    - ii. putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
- III. Any loss damage liability or expense arising from:-
  - a) the cancellation or breach of any charter, bad debts, fraud of agents, insolvency other than obligations under MLC 2006 as detailed in Section A 1) III, loss of freight hire or demurrage, or as a result of the breach of any undertaking to load any cargo, or
  - b) the use of a vessel named herein, by or on behalf of the Insured or with the knowledge, connivance, complicity or reckless disregard of the Insured, in any unlawful trade or act, including but not limited to the carriage of contraband, or in any trade or act which exposes the vessel named herein or the Insured to any unreasonable or unnecessary risk or hazard, or in any trade in breach of sanctions imposed by or with the authority of the United Nations Organisation, or in the running of any blockade.
- IV. Any loss, damage, liability or expense unless otherwise agreed in writing, or claim arising out of or having relation to the towage of any other vessel or craft, whether under agreement or not, unless such towage was to assist such other vessel or craft in distress to a port or place of safety, provided however, that this clause shall not apply to claims under this Policy for loss of life or personal injury to passengers and/or members of the crew of the vessel named herein arising as a result of towing.

- V. Any claim for loss of life or personal injury in relation to the handling of cargo where such claim arises under a contract of indemnity between the Insured and his sub-contractor.
- VI. Any liability imposed on the Insured as punitive or exemplary damages, howsoever described.
- VII. Any claim for illness, personal injury or death, or loss of, damage to, or loss of use of property directly or indirectly caused by asbestos and/or lead, or any claim arising by reason of or in connection with:
  - a) Occupational Disease suffered by any person.
  - b) Cumulative Injury suffered by any person.
  - c) Death of any person caused by or contributed to by Occupational Disease or Cumulative Injury.
- VIII. Any claim relating to loss damage liability or expense incurred by the Insured during the course of performing specialist operations unless otherwise agreed in writing. Specialist operations include but are not limited to dredging, salvage, well-stimulation, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spillage response training (but excluding fire-fighting) to the extent that such loss, damage, liability or expense arises as a consequence of:
  - a) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not) in respect of the specialist nature of the operations; or
  - b) the failure to perform such operations by the Insured, or the fitness for purpose and quality of the Insured's work, products or services including any defect in the Insured's work products or services; or
  - c) any loss of or damage to the contract work;

Provided that this exclusion shall not apply to any claim in respect of:

  - d) loss of life, injury or illness of crew and other personnel on board a vessel named herein, and
  - e) wreck removal of a vessel named herein, as defined in Section A subsection 5)
- IX. Any claim arising out of waste incineration or disposal operations carried out by the Insured;
- X. Any claim arising out of the operation by the Insured of submarines, mini submarines or diving bells;
- XI. Any claim arising in respect of divers or diving operations;
- XII. Any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HIVL III) or Lymphadenopathy Associated Virus (LAV) or the mutant derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named;
- XIII. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d) 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.
- XIV. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
- a) any chemical, biological, bio-chemical or electromagnetic weapon
  - b) 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.
- XV. Any claim for medical expenses, costs, fees or any related expense or any other liability whatsoever arising out of illness or injury in any way related to or caused by exposure to the sun or the suns rays either suddenly or cumulatively.
- XVI. **U.S. Oil Pollution Exclusion Clause.** Excluding any loss, damage, cost, liability, expense, fine, penalty or punitive damage resulting from or arising under the U.S. Oil Pollution Act of 1990 and/or Comprehensive Environmental Response Compensation and Liability Act of 1980 and/or Federal Water Pollution Control Act and/or any other similar Federal and/or State Law, Act and/or Regulation or amendment thereof.
- XVII. In respect of **Fishing and Fish Processing Vessels**, the following clauses shall also apply:
- Notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that this Policy is subject to the following exclusions and that this cover shall not apply to:
- a) any costs, liabilities and expenses arising from a vessel named herein entering prohibited waters or engaging in unlawful fishing;
  - b) any claims for loss of or damage to the nets and gear of any vessel including those of the Insured;
  - c) any claim for loss of, or damage to or liability in respect of a vessel, including the vessel named herein, caused by the nets and gear.
  - d) any claim in connection with cargo and/or catch whatsoever whether or not on board a vessel named herein.

## **SECTION C**

### **GENERAL CONDITIONS OF THIS INSURANCE**

#### **1) Hull and Machinery Policy**

Unless otherwise agreed in writing by the Insurer it is a condition of this insurance that the Insured has in effect throughout the duration of this Policy a Hull & Machinery cover for the Agreed Hull Value of the vessel and on terms and conditions no less wide than the Institute Hull Form(s) - 1.10.83 or 1.11.95 (including the four-fourths Running Down Clause), and the Institute War and Strikes Clauses 1.11.95 (CL 281).

#### **2) Affiliated and Associated Companies Clause**

Should any claim in respect of an Insured named in this policy be made or enforced through an affiliated, associated or subsidiary Company of such Insured, the Insurer shall, if so requested by the Insured, indemnify such Company against any loss which as a consequence thereof such Company shall have incurred in that capacity, provided always that nothing herein contained shall be construed as extending to any amount which would not have been recoverable from the Insurer, by the Insured, had such claim been made or enforced against him. Once the Insurer has made such indemnification it shall not be under any further liability and shall not make any further payment to any person or Company whatsoever, including the Insured, in respect of that claim.

#### **3) Co-Insured Clause**

It is understood and agreed that, where required by written contract, the Insured may be granted the privilege of including hereunder other parties as additional Insured(s).

Notwithstanding the fact that such parties as advised are herein named in their capacity as Co-Insured in this Policy, this cover will only extend insofar as they may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Insured, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable hereunder by the Insured had such claim been made or enforced against him. Once indemnification hereunder has been made there shall be no further liability hereunder to make any further payment to any person or company whatsoever, including the Insured, in respect of that claim.

#### **4) No Lay-Up Returns**

Unless otherwise agreed by the Insurer in advance, this insurance provides for Cancelling Returns Only.

#### **5) Cancellation**

- I. This insurance may be cancelled by the Insurer or the Insured upon thirty (30) days written or telegraphic notice being given. The Insurer may send notice to the Insured's Broker of Record at the time and such notice shall be deemed valid notice for all purposes hereunder from the date of sending.

If Notice of Cancellation has been given because of non payment of premium the following applies:

- a. The premium payable is as set out in this policy

- b. Time is of the essence in relation to the payment of premium and/or any other charge due to be paid by the Insured to the Insurer hereunder. For the avoidance of doubt, this contract is continuous for the whole of the period and is not severable or divisible according to the periods of the installment payments.
- c. The due and punctual payment of all premium payments (and any other charge) due to the Insurer hereunder shall be a condition precedent to any liability of any kind whatsoever on the part of the Insurer under the Policy
- d. In the event that, in breach of such obligations, payment of premium (and/or other charge) is not made on or before the due date for payment:
  - i. the Insurer shall have the right to cancel this insurance (and all cover provided hereunder) by notifying the Insured in writing, which notice shall be to the Insured's broker of record for the time being; the Insurer shall not give less than 14 days prior notice of cancellation to the Insured via the broker;
  - ii. if the premium due is paid in full to the Insurer before the notice period expires, the notice of cancellation shall automatically be revoked; if not, this insurance shall automatically terminate at the end of the notice period;
  - iii. upon such termination, the Insurer shall have no liability of any kind whatsoever under the policy, whether past, present, future or contingent; for the avoidance of doubt, this means that the Insurer shall have no liability for any claim whatsoever under this policy, whether the claim has been made by the Insured and paid by the Insurer, or made and unpaid, or unmade and unpaid, and that in the event that the Insurer has paid a claim the Insurer shall be entitled to recover that payment from the Insured; and
  - iv. the Insurer shall have the right to retain any and all premium (and any other charge) paid by the Insured to the Insurer.

II. This Insurance shall terminate automatically without notice in the event that the

Insured, being an individual:

- a. dies
- b. becomes bankrupt
- c. is subject of a receiving order, schedule, arrangement or composition with his creditors
- d. ceases to be able to manage his business by reason of mental illness or incapacity

This Insurance shall terminate automatically without notice in the event that the Insured, being a corporation:

- e. is the subject of a compulsory winding up order or resolution for its

voluntary winding up

- f. is dissolved
- g. is the subject of the appointment of a Receiver, Administrator or manager in respect of all or part of its business
- h. initiates any proceedings to achieve legal protection from its creditors

The Insured (or in the case of an individual Insured who dies, his personal representative) shall notify the Insurer in writing forthwith on the occurrence of an event referred to in this Clause.

III. Unless the Insurer agrees in writing to maintain or reinstate cover in respect of the vessel, on the same or on varied or restricted terms, cover in respect of any vessel named herein shall cease without notice on the occurrence of any of the following:

- a. sale of the vessel
- b. divestment or assignment by the Insured of part or all of his interest in the vessel named herein
- c. change of manager or Flag state in respect of the vessel named herein
- d. mortgage or pledge or other hypothecation of the vessel named herein
- e. relinquishing of possession or control of the vessel named herein by the Insured or foreclosure by a mortgagee bank in respect of the vessel named herein
- f. total loss of the vessel whether actual; constructive, on tender by the Insured of notice of abandonment to the vessel's Hull & Machinery insurers; compromised or agreed with the vessel's Hull & Machinery insurers,
- g. In circumstances where the Insurer concludes that the vessel named herein is a total loss and notifies the Insured in writing accordingly.
- h. A vessel named herein cannot be located or contacted for a consecutive period of ten days.

The Insured shall notify the Insurer in writing forthwith on the occurrence of any circumstance or event referred to in this Clause.

Where cover ceases pursuant to this Clause the Insurer shall be liable only in respect of any claim arising prior to the time when cover ceases. However, where cover ceases by virtue of total loss of the Vessel, the Insurer shall also be liable in respect of any claims which arise directly by reason of the casualty giving rise to the vessel named herein becoming a total loss. In the event of the Vessel named herein being a total loss, the premium is deemed earned, payable in full and no return will be due.

## **6) Owner's Limitation**

It is expressly understood and agreed if and when the Insured under this Policy has any interest other than as a ship-owner in the vessel or vessels named herein, in no event shall the Insurer be liable hereunder to any greater extent than if such Insured were the owner and entitled to all the rights of limitation to which a ship-owner is entitled.

## **7) Law, Practice and Dispute Resolution**

This insurance shall be governed by and construed in accordance with English Law and, in

particular, be subject to and incorporate the terms of the Marine Insurance Act 1906 and any

statutory modification thereto. This insurance, including any dispute arising under or in connection with it, shall also be subject to the exclusive jurisdiction of the High Court in London.

## **8) Classification Clause**

The Insured warrants that any vessel named herein is at the time of inception of this policy classed with a Classification Society approved by the Insurer, and shall remain so classed throughout the policy period.

The Insured further warrants that it shall:

- I. comply with the Rules of that Classification Society, and comply with any recommendation or requirement issued by it in accordance with those Rules within any period or by any date stated by that Classification Society for compliance.
- II. notify and secure the Insurer's approval in writing of any intended change of Classification Society in respect of any Vessel named herein, stating in full all outstanding requirements, recommendations and restrictions to which the Vessel is subject.
- III. notify the Classification Society as soon as practicable of any event or circumstance which may affect Class the Vessel named herein, including but not limited to any event or circumstance which might cause the Classification Society to impose a requirement or make a recommendation under its Rules.

It is a condition precedent to liability under this policy that the Insured:

- IV. discloses to the Insurer all information and documents that the Insurer may require relating to the Class of the vessel, including but not limited to information and documents relating to any requirements or recommendations imposed, any special survey or dry-docking of the Vessel named herein, and the granting of any extensions by the Classification Society under its Rules.
- V. authorises a nominated representative of the Insurer, if so required, to inspect and copy the Class records of the Vessel named herein and provide such representative copies of any other information or documents that the Classification Society may hold.

In the event of a failure by the Insured to comply with any warranty provided for under this Clause in respect of the Vessel named herein, the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurer may:

- VI. cancel the cover provided under this policy in respect of a Vessel named herein by notice in writing to the Insured. Such cancellation shall take effect from the date of such notice, or
- VII. vary or restrict the terms on which cover under this policy is provided.

## **9) Flag State**

The Insured warrants that any vessel named herein complies at the time of inception of this policy with all requirements of the vessel's Flag State including those relating to:

- I. the construction, condition, manning and equipping of the vessel.
- II. the maintenance of valid statutory certificates issued by or on behalf of the vessel's Flag State.

It is a condition precedent to liability under this policy that any Vessel named herein has complied with such requirements throughout the policy period. In the event of a failure by the Insured to comply with any Warranty provided for under this Clause in respect of any Vessel named herein, the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurer may:

- III. cancel cover provided under this policy by notice in writing to the Insured. Such cancellation shall take effect from the date of such notice, or
- IV. vary or restrict the terms on which cover under this policy is provided.

## **10) International Safety Management (ISM) Code**

Where the requirements of SOLAS requires an Insured named hereunder to be ISM Compliant it is a Warranty under this Policy that the Insured and any Vessel named herein is ISM compliant and remains so throughout the duration of the agreed Policy Period.

In the event of any claim arising hereunder, the Insurer will require production of a copy of the Safety Management Certificate (SMC) and the Document of Compliance (DOC) and the Designated Person will be required to produce a statement confirming that all aspects of the Code for which he has specific responsibility have been carried out in accordance with the provisions of the Code.

## **11) Bail or other Security**

The Insurer shall be under no obligation to provide bail or other security to obtain the release of, or prevent arrest or attachment of a vessel named herein or other property. Where the Insurer agrees to provide such bail or other security it may do so on such terms as it may consider necessary or appropriate. Such terms will include:

- I. the provision of collateral by the Insured in the terms specified by the Insurer and
- II. entitlement by the Insurer to a commission of 1% on the amount of any bail or other security provided where a risk or claim is only partly insured or uninsured and
- III. entitlement by the Insurer to all the costs and expenses incurred in securing and/or defending bail provided on behalf of the Insured or any other Insurer.

The Insurer will in no circumstances provide cash deposits by way of bail or other security

## SECTION D

### **Claim Notification Procedures and Rights of the Insurer and Insured in relation to the handling of Claims**

- I. In the event of any occurrence which may result in loss, damage and/or expense for which the Insured is or may become liable, the Insured will give prompt notice thereof and forward to the Insurer as soon as practicable after receipt thereof, all communications, processes, pleadings and other legal papers or documents relating to such occurrence.
- II. The Insured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Insurer may be liable. The Insured shall not interfere in any negotiations of the Insurer, for settlement of any legal proceedings in respect of any occurrences for which the Insurer may be liable under this Policy, provided, however, that in respect of any occurrences likely to give rise to a claim under this Policy, the Insured is obliged to and shall take such steps to protect his (and/or the Insurer's) interests as would reasonably be taken in the absence of this or similar insurance. If the Insured shall fail or refuse to settle any claim as authorised by the Insurer, the liability of the Insurer to the Insured shall be limited to the amount for which settlement could have been made.
- III. Whenever required by the Insurer, the Insured shall assist in the securing of information and evidence and in obtaining witnesses and shall co-operate with the Insurer in the defence of any claim or suit or procedure or in the appeal from any judgement in respect of any occurrence as hereinbefore provided.
- IV. The Insurer shall have the right at its sole discretion to control or direct the conduct of any claim or legal or other proceedings relating to any liability, loss, damage, costs or expenses which might fall within the scope of this Policy.
- V. The Insurer shall not be liable for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with its written consent or where the Insurer shall be satisfied that such approval could not have been obtained under all the circumstances without unreasonable delay, or that such costs and charges were reasonably and properly incurred, such costs or expenses being subject to the applicable deductible. The cost and expense of prosecuting any claim in which the Insurer shall have an interest by subrogation or otherwise, shall be divided between the Insured and the Insurer, proportionately to the amounts which they would be entitled to receive respectively, if the suit should have been successful.
- VI. The Insurer shall be liable for the excess where the amount of any deductible under this Policy is exceeded by
  - a. the cost of investigating and/or successfully defending any claim or suit against the Insured based on a liability or an alleged liability of the Insured covered by this Insurance, or
  - b. the amount paid by the Insured either under a judgement or an agreed settlement based on the liability covered herein including all costs, expenses of defence and taxable disbursements.
- VII. The Insurer shall be subrogated to all rights which the Insured may have against any other person or entity, in respect of any payment made under this Policy, to the extent of such payment. The Insured shall, upon the request of

- the Insurer, execute all documents necessary to secure to the Insurer such rights.
- VIII. The Insurer shall be entitled to take credit for any profit accruing to the Insured by reason of any negligence or wrongful act of the Insured's servants or agents up to the measure of their loss, or to recover for its own account from third parties any damage that may be provable by reason of such negligence or wrongful act.
- IX. Where the Insured is, irrespective of this insurance, covered or protected by another insurer against any loss or claim which would otherwise have been paid under this Policy, there shall be no contribution by the Insurer on the basis of double insurance or otherwise.
- X. No claim or demand against the Insurer under this Policy shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Insured, shall acquire any rights hereunder nor shall an Insured cause there to be any other assignment or transfer of cover or liability to any other party whatsoever.
- XI. No claim for recovery or indemnity may be made against the Insurer by the Insured
- a. unless such claim is made against the Insurer within one year after the final judgement or decree is entered in any litigation against the Insured or
  - b. in case the claim against the Insured arises without the entry of a final judgement or decree, such claim is brought within one year from the date of payment.
- XII. The Insurer shall not be liable for any claim not presented with proper proof of loss after the expiration six (6) months from the date of payment thereof.

NOTWITHSTANDING anything else to the contrary contained in this Policy, it is hereby agreed that the Insurer hereunder is not liable for any loss, damage, injury, expense, cost or claim whatsoever which otherwise would be recoverable under this Policy, unless notice of such loss, damage, injury, expense, cost or claim or circumstances which have not but may give rise to a claim against the Insured is given in writing within 36 months from the expiry date of this Policy.

If the aforesaid 36 month period relating to written notification to the Insurer is invalidated during the period of this Policy by any law to which the Insured is subject, then such period shall be deemed to be amended to the minimum period permitted by such law.

**This Policy is one of indemnity and this principle may only be varied at the sole discretion of and on terms to be decided by the Insurer.**

備查文號：104.04.30 一產水字第 1040324 號函備查

## 第一產物遊艇意外責任險（101公會版）

### 第一條：定義

本保險契約所稱遊艇及其遊樂活動悉依船舶法及遊艇管理規則規定辦理。

### 第二條：承保範圍

本保險承保被保險人在保險期間內合法使用或管理被保險遊艇，因從事遊艇活動發生意外事故，致遊艇乘員傷亡，依法應由被保險人負賠償責任而受賠償請求時，由保險人對被保險人負賠償責任。

被保險人為遊艇乘員時，視同為乘員。

### 第三條：一般不保事項

保險人不保因下列事項所致之損害賠償責任：

- 1、被保險人故意行為所致者。
- 2、海上或陸上颱風警報發佈時起至解除後 24 小時內，仍出航從事遊艇活動。
- 3、戰爭或類似戰爭行為、敵人入侵、內戰、革命、叛亂、捕獲、扣押、拘管、禁制、沒收、充公、徵用、恐怖份子、劫掠行為，包括碰及遺棄之水雷、魚雷或遭砲彈擊中者。
- 4、罷工、暴動或民眾騷擾所致者。
- 5、核子分裂或輻射作用所致者。
- 6、各種型態之污染所致者。
- 7、遊艇活動超出主管機關所訂之航行區域，或在公告管制地區內所發生之賠償責任。
- 8、被保險遊艇違法使用、違規超載、或其他違反主管機關有關之規定者。

### 第四條：每次航程效力

本保險所承保之意外事故，其保險有效期間自遊艇乘員上艇時開始，至遊艇活動結束返航至最終目的地下艇時終止，包括上下艇時所發生之意外事故，但不包括停航期間或岸上等待上艇人員之意外事故。

### 第五條：乘員

本保險所稱之乘員，係指為從事遊艇活動而乘坐或上下遊艇之人，包含艇上駕駛及  
工作人員。

### 第六條：保險金額

本保險契約所載「每一個人身體傷亡之保險金額」係指在任何一次意外事故內，對每一個人傷亡，個別所負之最高賠償金額，若在同一意外事故內，傷亡人數超過一人時，保險人之賠償責任，係以保險單所載「每一意外事故傷亡」之保險金額為限。但應受下列約定之限制：

每一個人意外傷害醫療，須檢附合格公、私立醫院開立之正本收據，實報實銷，但最高仍以保險金額百分之十為限。

本保險契約所載「保險期間最高賠償金額」係指在本保險有效期間內所負之累計最高賠償金額，凡賠償請求次數超過一次時，被保險人應於開始營運前立即通知保險人補齊「保險期間最高賠償金額」之差額，並繳付差額保險費，以足額保障被保險人依法應負之賠償責任。

保險人依本保險契約之規定對被保險人負賠償責任時，以保險契約所載之保險金額為限。若被保險人能以較少金額解決者，保險人得以該較少之金額賠償之。

凡臨時經主管機關核准搭載，超過原核定承載最高人數限制而發生意外事故時，保險人對該次損失負比例賠償責任。

#### **第七條：告知義務**

要保人於訂立契約時，若有為隱匿，或遺漏不為說明，或為不實之說明，足以變更或減少保險人對危險之估計者，保險人得於知悉後一個月內解除契約，其危險發生後亦同，但要保人證明危險之發生未基於其說明或未說明之事實者，不在此限。

#### **第八條：速率限制**

被保險遊艇行駛之最高速率，不得超過主管機關所訂之航速限制，但另有約定者不在此限。

#### **第九條：保險費之繳付**

要保人應於保險契約訂立時，向保險人所在地或其指定地點繳付保險費，保險人應簽發正式收據為憑。

#### **第十條：保險期間展延**

保險期間屆滿時，而要保人未辦理續保時，若被保險遊艇尚在航行或遭遇意外事故停留避難港或中途港，保險人同意於事先接獲被保險人之展延通知時，繼續展延本保險之保險期間，至該船安全到達目的港為止，並按月計收其應加之保險費，其未滿一個月者按一個月計算。

#### **第十一條：保險契約終止**

本保險契約雙方不得任意終止，但有下列情形者，保險人得終止保險契約：

- 1、被保險遊艇執照繳銷、吊銷、註銷或因停駛而繳存者。
- 2、被保險遊艇報廢或由政府收購者。
- 3、被保險遊艇出售轉讓

者。

終止契約時，其未滿期之保險費，按日計退。

#### **第十二條：出售轉讓**

被保險遊艇經出售轉讓他人時，若被保險遊艇正在航行者，經保險人同意，得將保險契約效力展延至該艇到達最終目的港為止，再按日計退保險費。

#### **第十三條：通知義務**

發生本保險單所承保之意外事故時，被保險人應依下列規定處理：

- 1、於知悉後應以最迅速方式通知保險人。
- 2、立即採取必要合理措施以減少損害。
- 3、於知悉有被起訴或被請求賠償時，應將所收到之各項文件影本送交保

險人。

#### **第十四條：賠償責任之約定**

被保險人對本保險單所承保範圍內之賠償責任，應遵守下列約定：

- 1、除必須之急救費用外，被保險人就其責任所為之承認、和解或賠償須經保險人參與或事先同意。
- 2、被保險人於取得各項有關賠償文件後（包括遊艇證書、駕船執照等），得向保險人請求賠償。保險人亦得經被保險人書面通知，直接對第三人為賠償給付。
- 3、被保險人或其代理人，對於賠償請求，如有任何詐欺、偽報情事時，保險人不負賠償責任。

#### **第十五條：和解或抗辯**

被保險人因發生本保險契約所承保之意外事故，致被起訴或受賠償請求時：

- 1、保險人得經被保險人之委託，就民事部份，以其名義代為進行和解或抗辯，所生費用由保險人負擔，被保險人有協助處理之義務。但非保險人故意或過失而應賠償之金額超過保險金額者，其各項和解或抗辯所生之費用，由保險人及被保險人依保險金額與超過金額之比例分攤之。但若保險人同意依保險金額欄之約定賠付仍不能達成和解者，其再衍生之各項費用保險人不再攤付。
- 2、被保險人因處理民事賠償所生之費用，事前經保險人同意者，保險人應予償付。但因刑事責任被控時，所生之一切費用，應由被保險人自行負擔。

#### **第十六條：仲裁**

保險人與被保險人對賠償金額發生爭議時，得交付仲裁，其程序及費用等，依中華民國仲裁法辦理。

#### **第十七條：代位權**

對本保險所承保意外事故之發生，若依法另有應負賠償責任之第三人時，被保險人不得擅自對該第三人免除責任或拋棄追償權。保險人於賠付後依法取得代位權。

#### **第十八條：其他保險**

本保險契約所承保之賠償責任，如另有其他保險重複承保時，保險人對於該賠償責任，僅負比例分攤之責。

#### **第十九條：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。

# 第一產物娛樂漁業漁船意外責任險

## **第一條：定義**

本保險契約所稱娛樂漁業漁船活動，係指民眾休閒搭乘娛樂漁船參觀漁撈作業、及從事海釣之水上娛樂漁業活動。而此所指漁船不包括舢舨及漁筏在內。

## **第二條：承保範圍**

本保險承保被保險人在保險期間內合法使用或管理被保險船舶，因從事娛樂漁業漁船活動發生意外事故，致船上工作人員、乘客及其他第三人傷亡或財物損失時，依法應由被保險人負賠償責任而受賠償請求時，由保險人對被保險人負賠償責任。

## **第三條：一般不保事項**

保險人不保因下列事項所致之損害賠償責任：

1. 被保險人故意行為所致者。
2. 海上或陸上颱風警報發佈時起至解除後24小時內，仍出航從事娛樂漁業活動。
3. 戰爭或類似戰爭行為、敵人入侵、內戰、革命、叛亂、捕獲、扣押、拘管、禁制、沒收、充公、徵用、恐怖份子、劫掠行為，包括碰及遺棄之水雷、魚雷或遭砲彈擊中者。
4. 罷工、暴動或民眾騷擾所致者。
5. 核子分裂或輻射作用所致者。
6. 各種型態之污染所致者。
7. 任何港區之內碰撞所致之財物及其附帶損失。此所謂港區係指漁港或其他經核准停泊之港澳範圍內之水域。
8. 任何港區之內碰撞所致他船人員之傷亡，但無動力之小船、有動力之水上摩托車、舢舨、及管筏上之人員不在此限。
9. 娛樂漁業活動超出主管機關所訂之航行區域，或在公告管制地區內所發生之賠償責任。
10. 被保險船舶非法營業、違法使用、違法超載、或其他違反主管機關有關之規定者。

## **第四條：每次航程效力**

本保險所承保之意外事故，其保險有效期間自娛樂漁業漁船船上工作人員及乘客上船從事娛樂漁業活動時開始，至娛樂漁業活動結束返航至最終目的地下船時終止，包括上下船時所發生之意外事故，但不包括等待上船人員之意外事故。

## **第五條：乘客**

本保險所稱之乘客係指中華民國國民，或外國人持有效簽證及護照從事娛樂漁業活動者。

## **第六條：保險金額**

本保險契約所載「每一個人身體傷亡之保險金額」係指在任何一次意外事故內，對每一個人傷亡，個別所負之最高賠償金額，若在同一意外事故內，傷亡人數超過一人時，保險人之賠償責任，係以保險單所載「每一意外事故傷亡」之保險金額為限。但應受下列約定之限制：每一個人意外傷害醫療，須檢附合格公、私立醫院開立之正本收據，實報實銷，但最高仍以保險金額百分之十為限。

本保險契約所載「每一意外事故財損之保險金額」係指在任何一次意外事故內對所有受損之財物所負之最高賠償責任，但其最高額度以「每一意外事故傷亡」之保險金額的百分之十為限。

本保險契約所載「保險期間最高賠償金額」係指在本保險有效期間內所負之累計最高賠償金

額，凡賠償請求次數超過一次時，被保險人應於開始營運前立即通知保險人補齊「保險期間最高賠償金額」之差額，並繳付差額保險費，以足額保障被保險人依法應負之賠償責任。保險人依本保險契約之規定對被保險人負賠償責任時，以保險契約所載之保險金額為限。若被保險人能以較少金額解決者，保險人得以該較少之金額賠償之。

#### **第七條：告知義務**

要保人於訂立契約時，若有為隱匿，或遺漏不為說明，或為不實之說明，足以變更或減少保險人對危險之估計者，保險人得於知悉後一個月內解除契約，其危險發生後亦同，但要保人證明危險之發生未基於其說明或未說明之事實者，不在此限。

#### **第八條：速率限制**

被保險船舶行駛之最高速率，不得超過主管機關所訂之航速限制，但另有約定者不在此限。

#### **第九條：保費之繳付**

要保人應於保險契約訂立時，向保險人所在地或其指定地點繳付保費，保險人應簽發正式收據為憑。

#### **第十條：保險期間展延**

保險期間屆滿時，而要保人未辦理續保時，若被保險船舶尚在航行或遭遇意外事故停留避難港或中途港，保險人同意於事先接獲被保險人之展延通知時，繼續展延本保險之保險期間，至該船安全到達目的港為止，並按月計收其應加之保險費，其未滿一個月者按一個月計算。

#### **第十一條：保險契約終止**

本保險契約雙方不得任意終止，但有下列情形者，保險人得終止保險契約：

1. 被保險船舶執照繳銷、吊銷、註銷或因停駛而繳存者。
2. 被保險船舶報廢或由政府收購者。
3. 被保險船舶出售轉讓者。

終止契約時，其未滿期之保險費，按日計退。

#### **第十二條：出售轉讓**

被保險船舶經出售轉讓他人時，若被保險船舶正在航行者，經保險人同意，得將保險契約效力展延至該船到達最終目的港為止，再按日計退保險費。

#### **第十三條：通知義務**

發生本保險單所承保之意外事故時，被保險人應依下列規定處理：

1. 於知悉後應以最迅速方式通知保險人。
2. 立即採取必要合理措施以減少損害。
3. 於知悉有被起訴或被請求賠償時，應將所收到之各項文件影本送交保險人。

#### **第十四條：賠償責任之約定**

被保險人對本保險單所承保範圍內之賠償責任，應遵守下列約定：

1. 除必須之急救費用外，被保險人就其責任所為之承認、和解或賠償須經保險人參與或事

先同意。

2. 被保險人於取得各項有關賠償文件後，得向保險人請求賠償。保險人亦得經被保險人書面通知，直接對第三人為賠償給付。
3. 被保險人或其代理人，對於賠償請求，如有任何詐欺、偽報情事時，保險人不負賠償責任。

#### **第十五條：和解或抗辯**

被保險人因發生保險契約所承保之意外事故，致被起訴或受賠償請求時：

1. 保險人得經被保險人之委託、就民事部份，以其名義代為進行和解或抗辯，所生費用由保險人負擔，被保險人有協助處理之義務。但非保險人故意或過失而應賠償之金額超過保險金額者，其各項和解或抗辯所生之費用，由保險人及被保險人依保險金額與超過金額之比例分攤之。但若保險人同意依保險金額欄之約定賠付仍不能達成和解者，其再衍生之各項費用保險人不再攤付。
2. 被保險人因處理民事賠償所生之費用，事前經保險人同意者，保險人應予償付。但因刑事責任被控時，所生之一切費用，應由被保險人自行負擔。

#### **第十六條：仲裁**

保險人與被保險人對賠償金額發生爭議時，得交付仲裁，其程序及費用等，依中華民國仲裁法辦理。

#### **第十七條：代位權**

對本保險所承保意外事故之發生，若依法另有應負賠償責任之第三人時，被保險人不得擅自對該第三人免除責任或拋棄追償權。保險人於賠付後依法取得代位權。

#### **第十八條：其他保險**

本保險契約所承保之賠償責任，如另有其他保險重複承保時，保險人對於該賠償責任，僅負比例分攤之責。

#### **第十九條：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。

備查文號：104.04.30 一產水字第 1040326 號函備查

## **第一產物漁業漁船船員僱主責任險**

#### **第一條：定義**

本保險契約所稱漁業漁船，係指從事漁撈作業之漁船。

本保險契約所稱之船員係指中華民國國民或持有有效證件之外國人，依政府單位認可方式約定於被保險漁船上從事漁撈業者。

#### **第二條：承保範圍**

本保險契約承保被保險人在保險期間內合法使用或管理檢驗合格適航之漁船，因從事漁撈作業

發生意外事故，致船員死亡，失蹤或肢體殘廢時，依法應由被保險人負賠償責任而受賠償請求時，

由保險人對被保險人負賠償責任。

#### **第三條：一般不保事項**

保險人不保因下列事項所致之賠償責任：

1. 被保險人故意行為所致者。

2. 戰爭或類似戰爭行為，敵人入侵、內戰、革命、叛亂、捕獲、扣押、拘管、禁制、沒收、充公、徵用、恐怖份子、碰及遺棄之水雷、魚雷或遭砲彈擊中者。
3. 罷工、暴動或民眾騷擾所致者。
4. 核子分裂或輻射作用所致者。
5. 各種型態之污染所致者。
6. 漁撈作業超出主管機關所訂之航行區域，或在公告管制地區內所發生之賠償責任。
7. 被保險漁船非法營業，違法使用，違規超載或其他違反主管機關有關之規定者。
8. 被保險漁船因違反國際避碰章程規定所致者。

#### **第四條：每次航程效力**

本保險契約所承保之船員意外事故責任，自漁船申請核定船員登船時起，至船員返港離船時或保險期間屆滿時止。

包括船員在其他港口因需要泊港停修，補給，出售漁貨等期間上、下船時之意外事故。

#### **第五條：保險金額**

1. 本保險契約所載「每一個人死殘最高賠償金額」係指在任何一次意外事故內，對每一個人死亡、失蹤或肢體殘廢，個別所負之最高賠償責任。若在同一意外事故內，死亡、失蹤及肢體殘廢人數超過一人時，保險人之賠償責任，係以保險單所載「每一意外事故死殘最高賠償金額」為限。若被保險人能以較少金額解決者，保險人以該較少金額賠償之。

有關死亡，失蹤或肢體殘廢保險金給付規定如下：

- (1) 每一個人因意外事故發生而死亡、失蹤者，依保險金額給付死亡保險金。
  - (2) 每一個人因意外事故發生導致如附表所列二十八項殘廢程度之一者，給付殘廢保險金，其金額按該附表所列之給付比例計算。
2. 本保險契約所載「保險期間最高賠償金額」係指在本保險有效期間內所負之累計最高賠償責任。

#### **第六條：復效**

凡有賠償請求者，被保險人得通知保險人補足「保險期間最高賠償金額」之差額，並繳付差額保險費，以足額保障被保險人依法應負之賠償責任。

#### **第七條：告知義務**

要保人於訂立契約時，若有為隱匿，或遺漏不為說明，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，但要保人證明危險之發生未基於

其說明或未說明之事實者，不在此限。

#### **第八條：速率限制**

被保險漁船行駛之最高速率，不得超過主管機關所訂之航速限制。

#### **第九條：保費期間展延**

被保險漁船倘在保險期間屆滿時，仍在海上航行或遭遇海難時或停留避難港或中途港，保險人同意事先接獲要保人或被保險人之通知時，繼續展延本保險單效力以至該船到達目的港為止

，並按月計收其應加之保險費，其未滿一個月者按一個月計算。

#### **第十條：保險契約終止**

本保險契約得隨時由被保險人請求終止，其未到期之保險費，保險人當按照短期費率計算退還。

保險人亦得於本保險契約生效未滿六十日前隨時終止本保險單，惟應於十五日前以書面通知送

達被保險人之最後住所註銷之，並應按日計算退還自終止日起未到期之保險費。

若本保險契約生效已逾六十日除保險法另有規定外，非有要保人未依約定期限交付保險費外，保險人不得終止本保險契約。

#### **第十一條：出售轉讓**

被保險漁船經出售轉讓他人時，本保險契約經由買賣雙方當事人及保險人同意，得將契約隨同

被保險漁船之出售轉讓而同時轉移受讓人。

#### **第十二條：通知義務**

發生本保險單所承保之意外事故時，被保險人應依下列規定處理：

1. 於知悉後應立即以最迅速方式通知保險人。
2. 立即採取必要合理措施以減少損害。
3. 於知悉有被起訴或被請求賠償時，應將所收到之各項文件影本送交保險人。

#### **第十三條：賠償責任之約定**

被保險人對本保險契約所承保範圍內之賠償責任，應遵守下列約定：

1. 除必須之急救費用外，被保險人就其責任所為之承認、和解或賠償須經保險人參與或事先同意，但經被保險人通知保險人參與而無正當理由拒絕或藉故遲延者，不在此限。
2. 被保險人於取得各項有關賠償文件後，得向保險人請求賠償，保險人亦得經被保險人書面通知，直接對第三人為賠償給付。

#### **第十四條：和解或抗辯**

被保險人因發生保險契約所承保之意外事故，致被控訴或受追償請求時：

1. 保險人得經被保險人之委託、就民事部份，以其名義代為進行和解或抗辯，所生費用由保險人另行負擔，被保險人有協助處理之義務，但應賠償之金額超過保險金額者，其各項和解或抗辯所生之費用，由保險人及被保人依保險金額與超過金額之比例分攤之。但若保險人同意依保險金額之約定賠付仍不能達成和解者，其再衍生之各項費用保險人不再攤付。
2. 被保險人因處理民事賠償所生之費用，事前經保險人同意者，保險人應予償付。但因刑事責任被起訴時，所生之一切費用，應由被保險人自行負擔。

#### **第十五條：仲裁**

保險人與被保險人對於理賠發生爭議時，經雙方同意，得依相關法令，以仲裁方式解決。其程序及費用依商務仲裁法及相關法規規定辦理。

#### **第十六條：代位求償**

對本保險契約所承保意外事故之發生，若依法另有應負賠償責任之第三人時，被保險人不得擅自對該第三人免除責任或拋棄追償權。保險人於賠付後依法取得代位求償權。

### **第十七條：複保險**

本保險契約所承保之賠償責任，如同時另有其他保險承保時應事先通知本保險人，本保險人對  
於該賠償責任，僅負比例分攤之責。

### **第十八條：法令及慣例**

本保險契約以中華民國保險法及有關法令及慣例為依據。

備查文號：104.05.11 一產水字第 1040357 號函備查

## **第一產物貨物運送人責任險超載（超長、超寬、超高、超重） 附加條款**

本附加條款擴大承保被保險人於運送貨物途中，因運送工具之超載（超長、超寬、  
、超高、超重），導致所運送貨物發生毀損滅失，依法應由被保險人負賠償責任  
，而受賠償請求時，本公司對被保險人負賠償之責。

被保險人如遇須載運”超長、超寬、超高、超重”之貨物時，須事先向監理單位  
申請臨時通行證，並符合臨時通行證之規定，否則本公司不負賠償之責。

備查文號：104.06.12 一產水字第 1040451 號函備查

## **第一產物 7% Continuity Clause (7% CC)**



# 第一產物保險股份有限公司

Provided that this insurance is renewed with expiring Underwriters and there being no claims during the policy period, it is agreed that there will be a continuity bonus calculated at 7 % of the current year's gross premium paid by the assured, after all adjustments for additional and/or return premiums. In the event of short period cancellation or non-renewal the continuity bonus is cancelled.

備查文號：104.07.01 一產水字第 1040540 號函備查

## 第一產物 Infidelity Clause

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

備查文號：104.07.01 一產水字第 1040541 號函備查

## 第一產物 Pair and Set Clause

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.

第一產物協會輻射污染、化學、生物、生化或電磁武器除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960564號函備查

本條款具有最高之效力，凡本保險內與其抵觸之任何規定皆無效。

1. 本保險不承保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：
  - 1.1 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。
  - 1.2 任何核子設施、反應器或其他核子裝置或其核組件之輻射、毒素、爆炸或其他危害或污染物質。
  - 1.3 任何使用原子或核子分裂，融合或其他類似反應，或輻射力或輻射物質之戰爭武器。
  - 1.4 任何輻射物質之輻射、毒素、爆炸或其他危害或污染物質。除核子燃料之外，本項除外規定不適用於放射性同位素，當其作為預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似和平等用途時。
- 1.5 任何化學、生物、生物化學或電磁的武器。

第一產物恐怖主義除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960565號函備查

- 第一條、茲經雙方約定，對於直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致任何損失、費用支出或賠償責任，本公司不負賠償責任。
- 第二條、本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 第三條、本公司對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。
- 第四條、本公司就本附加之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

第五條、本附加條款有關之約定與基本條款、其他約定及簽批抵觸時，悉依本附加條款之約定為準，其他



# 第一產物保險股份有限公司

未約定事項仍依基本條款、其他約定及簽批辦理。  
注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物電腦系統年序轉換除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960580號函備查

茲特約定：

- 一、本公司對於直接或間接因電腦系統處理與年序或日期有關之資料發生錯亂，導致系統無法正常運作，包括運作結果錯誤，運作中斷或不能運作，不論該電腦系統是否為被保險人所有或為本保險契約之保險標的物，其所致電腦系統本體、電腦資料或任何其他財物全部或部份之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，或因而所產生之任何費用或成本，不論損失發生或發現日，以及請求賠償日是在本保險契約生效日之前或之後，本公司概不負賠償責任。
- 二、本附加條款所稱電腦系統，包括但不限於電腦軟、硬體設備及其週邊設備、資料處理設備、資料儲存體或任何裝置有電子微晶片、積體電路或其他電子零組件之各種具有類似功能的機具、儀器或設備，諸如研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動存提款、跨行連線提款轉帳計息、保管箱、金庫設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備等。

## 第一產物電腦駭客病毒除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960581號函備查

茲約定：

本保險單契約所承保之「財物損失」，係指保險標的物之「實質損失」。

本保險契約之承保範圍不包括下列各項損失：

- 一、資料、軟體或電腦程式之毀損滅失，或任何因原始資料或軟體之刪除、變質或失真所致資料、軟體或電腦程式之劣化，以及因而導致營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致資料、軟體或電腦程式之毀損滅失，不在此限。
- 二、因資料、軟體或電腦程式之功能、可用度、使用範圍或存取能力受損所產生之毀損滅失，以及因而導致之營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致之資料、軟體或電腦程式功能、可用度、使用範圍或存取能力之損害，不在此限。

注意：本特約條款內容不得以任何方式更改或刪除。

**THE FIRST INSURANCE CO., LTD.**

地址：台北市忠孝東路一段54號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

公開資訊網址：<http://www.firstins.com.tw>

備查文號：101.12.01 一產水字第1011055 號函備查

## 第一產物 Contracts (Right of Third Parties) Act 1999 Exclusion Clause

Neither this policy nor any document issued pursuant to this policy shall confer any benefit on any third parties.

No third party may enforce any terms of this policy or of any provision contained in any document issued under

this policy. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this policy, including the Schedule or any other document issued pursuant thereto.

This clause shall not affect the rights of the Assured (As assignee or otherwise) or the rights of any loss payee.



# 第一產物保險股份有限公司

JH2000/007  
13 June 2000

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：100.01.18 一產水字第 1000043 號函備查

## 第一產物船體保險Disappearance Clause (NMA1442)

IN CONSIDERATION of the premium paid hereon it is hereby agreed that, subject to all the terms, limitations, conditions and exclusions of this Insurance except as specifically provided herein, if the Insured Person disappears during the currency of this Insurance and his body is not found within after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

## THE FIRST INSURANCE CO., LTD.

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

公開資訊網址：<http://www.firstins.com.tw>

備查文號：101.12.01 一產水字第 1011051 號函備查

## 1/6/88 第一產物 Institute Clauses for Builder's Risks

(This insurance is subject to English law and practice)

VESSEL.....PER SCHEDULE.....Contract or Yard

no.....

BUILDERS.....PER

SCHEDULE.....

.....

.....

BUILDER'S YARDS.....PER

SCHEDULE.....

.....

.....

### SUBJECT OF INSURANCE

(Where more than one part of the subject-matter insured is described in Section I(A), Section I(B) or Section II below, then the respective

wording of Section I(A), Section I(B) or Section II shall be applied to each part separately.)

SECTION I. Provisional Period .....from.....but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

(A) HULL and MACHINERY etc. under construction at the yard or other premises of the Builders.

Description Contract or Yard no. Provisionally valued at To be built at/by

PER SCHEDULE

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place

Of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of

each item of this sub-section (A) which is at such locations shall attach from the time;-

(I) of inception of this Section I if such item has already been allocated to the Vessel;

(II) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;



# 第一產物保險股份有限公司

(III) of allocation by Builders if allocated after inception of this Section I.

(B) MACHINERY etc. insured hereon whilst under construction by Sub-Contractors.

Description Contract or Yard no. Provisionally valued at To be built at/by

PER SCHEDULE

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time:--

(I) of inception of this Section I if such item has already been allocated to the Vessel;

(II) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;

(III) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section (B) is also covered whilst:--

(a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;

(b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

第一產物保險股份有限公司

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SECTION II. Provisional Period .....from.....

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

MACHINERY etc. insured hereon from delivery to Builders.

Description Contract or Yard no. Provisionally valued at To be built at/by

PER SCHEDULE

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of

construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of

each item of this Section II shall attach from the time of delivery to Builders.

1. INSURED VALUE

1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus .....XXX..... % whichever is the greater, of the subject-matter of this insurance shall be the insured value.

1.2 Should the insured value, determined as above,

1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase,

or

1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.

1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.

1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the Vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

2. TRANSIT

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

3. DELAYED DELIVERY

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

4. DEVIATION OR CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

5. PERILS

5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITION AND EXCLUSIONS this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion



# 第一產物保險股份有限公司

applies to all claims including claims under Clauses 13, 17, 19 and 20.

## 7. POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are

liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured,

the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

第一產物保險股份有限公司

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## 8. FAULTY DESIGN

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes

loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of

any part or arts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

## 9. NAVIGATION

9.1 With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

9.2 Any movement of the Vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

## 10. DEDUCTIBLE

10.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 13, 17, 19 and 20) exceeds ..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 10.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 20 arising from the same accident or occurrence.

10.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.

The expression "heavy weather" in this Clause 10.2 shall be deemed to include contact with floating ice.

10.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

10.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 11. UNREPAIRED DAMAGE

11.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

11.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

## 12. CONSTRUCTIVE TOTAL LOSS

12.1 In ascertaining whether the subject-matter insured is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13. GENERAL AVERAGE AND SALVAGE

13.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the



# 第一產物保險股份有限公司

whole loss without first enforcing their right of contribution from other parties.

13.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

13.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

第一產物保險股份有限公司

第 4 頁，共 6 頁

13.4 No claim under this Clause 13 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 14. NOTICE OF CLAIM

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the

Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may

be appointed to represent the Underwriters should they so desire.

## 15. CHANGE OF INTEREST

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

## 16. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the assured, and by the assignor in the

case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 17. COLLISION LIABILITY

17.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

17.1.1 loss of or damage to any other vessel or property on any other vessel

17.1.2 delay to or loss of use of any such other vessel or property thereon

17.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

17.2 The indemnity provided by this Clause 17 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

17.2.1 Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 17 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

17.2.2 In no case shall the Underwriters' total liability under Clause 17.1 and 17.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.

17.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

## EXCLUSIONS

17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of

17.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

17.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

17.4.3 the cargo or other property on, or the engagements of, the insured Vessel

17.4.4 loss of life, personal injury or illness

17.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

## 18. SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part

to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the

collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the



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Underwriters and the Assured.

## 19. PROTECTION AND INDEMNITY

19.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as Owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matter or things and arises from an accident or occurrence during the period of this insurance:

19.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 17.

19.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same.

19.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port

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19.1.4 loss of life, personal injury, illness or payments made for life salvage.

19.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

19.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea

19.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore

19.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

19.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured

19.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

## EXCLUSIONS

19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:

19.3.1 any direct or indirect payment of the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repairs

19.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement

19.3.3 punitive or exemplary damages, however described

19.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause

19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel

19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the Vessel

19.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured

19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

19.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member

19.3.9 fines or penalties arising from overloading or illegal fishing

19.3.10 pollution or contamination of any real or personal property or thing whatsoever.

19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

19.6 In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.

## 19.7 PROVIDED ALWAYS THAT

19.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19



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19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.

## 20. DUTY OF ASSURED (SUE AND LABOUR)

20.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

20.2 Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 20.4) collision defence or attach costs and costs incurred by the Assured in avoiding, minimizing or contesting liability covered by Clause 19 are not recoverable under this Clause 20.

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

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20.4 When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of The expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as Having been incurred in respect of the subject-matter insured.

20.5 The sum recoverable under this Clause 20 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## 21. WAR EXCLUSION

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

21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

21.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 22. STRIKES EXCLUSION

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

22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion

22.2 any terrorist or any person acting form a political motive.

## 23. MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

23.1 the detonation of an explosive

23.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

## 24. NUCLEAR EXCLUSION

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

24.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

## THE FIRST INSURANCE CO., LTD.

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

公開資訊網址：<http://www.firstins.com.tw>

備查文號：101.12.01 一產水字第1011053 號函備查

1/6/88 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## 第一產物 Institute Strikes Clauses

### Builders' Risks

This insurance is subject to English law and practice

1 PERILS



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Subject always to the exclusions hereinafter referred to, this insurance covers 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 maliciously or from a political motive.

## 2 PROTECTION AND INDEMNITY

This insurance also covers, subject to the limitation of liability provided for in Clauses 19.5 and 19.6 of the Institute Clauses for Builders' Risks 1/6/88, the liability under Clause 19 of the Institute Clauses for Builders' Risks 1/6/88 which is excluded by Clause 22.1.

## 3 INCORPORATION

The Institute Clauses for Builders' Risks 1/6/88 are deemed to be incorporated in this insurance, in so far as they do not conflict with the provisions of these clauses, but this insurance excludes any claim which would be recoverable under the said clauses.

## 4 RETURNS OF PREMIUM

No return of premium hereunder unless specially agreed.

## 5 EXCLUSIONS

This insurance excludes

5.1 any loss of or damage to the subject-matter insured covered by the Institute War Clauses Builders' Risks 1/6/88

5.2 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974

5.3 piracy (but this exclusion shall not affect cover under Clause 1.1)

5.4 any claim based upon loss of or frustration of any voyage or contract for sale or other adventure.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## 6 WAR EXCLUSION

In no case shall this insurance cover 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.

## 7 NUCLEAR EXCLUSION

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

7.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

7.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

7.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.  
CL. 350.

地址：台北市忠孝東路一段54號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：100.01.18 一產水字第 1000045 號函備查

## 第一產物船體保險JHA War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this insurance/reinsurance (delete as applicable), or any endorsement thereto, it is agreed that this insurance/reinsurance (delete as applicable) excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, 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 or expense;

1. War, hostilities or warlike operations (whether war be declared or not),

2. Invasion,

3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,

4. Civil war,

5. Riot,

6. Rebellion,

7. Insurrection,

8. Revolution,



# 第一產物保險股份有限公司

9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
15. Terrorist activity.

For the purpose of this exclusion;

i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious,

ideological or similar purposes with the intention to influence any government and/or to put the public, or any

section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or

the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable

of causing incapacitating disablement or death amongst people or animals.

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iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to,

caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all,

of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full

force and effect.

JHA 27/11/01

地址：台北市忠孝東路一段54號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：100.01.18 一產水字第 1000041 號函備查

## 第一產物船體保險Lloyd's Personal Accident to Persons

Whereas the Insured, with a view to effecting an Insurance as hereinafter provided with the Underwriters, has presented from each Insured Person mentioned in the Schedule of Insured Persons (hereinafter called an Insured

Person) a separate proposal upon which the Underwriters have determined their terms and conditions.

We, the Underwriters hereby agree with the Insured, to the extent and in the manner herein provided, that if an Insured Person



# 第一產物保險股份有限公司

sustains

Bodily Injury during the period of this Insurance, we will pay to the Insured, or to the Insured's Executors or Administrators, according to

the Schedule of Compensation after the total claim shall be substantiated under this Insurance.

## PROVIDED ALWAYS THAT

1. a) Compensation shall not be payable under more than one of the Items of the Schedule of Compensation in respect of the consequences of one Accident to any one Insured Person, except for any compensation payable hereunder in respect of Temporary Partial Disablement preceding or following Temporary Total Disablement, and
- b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
2. The total sum payable under this Insurance in respect of any one or more Accidents to any one Insured Person shall not exceed in all the largest Sum Insured under any one of the Items contained in the Schedule of Compensation or added to this Insurance by endorsement, except that the Underwriters will in addition pay Medical Expenses.
3. If Item 1 of the Schedule of Compensation is not covered, then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Item 1 had that Item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an Accident causes the Death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for Disablement provided for under Items 2 to 7 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of Death.
5. Compensation shall only be payable under Items of the Schedule of Compensation if
  - a) Under Item 1, Death occurs within twelve months of the date of the Accident.
  - b) Under Items 2 to 6, loss occurs within twelve months of the date of the Accident.
  - c) Under Item 7, the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such Disablement lasts for twelve months.

## DEFINITIONS

In this Insurance:

1. 'BODILY INJURY' means identifiable physical injury which
    - a) is caused by an Accident, and
    - b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such Injury, occasions the Death or Disablement of the Insured Person within twelve months from the date of the Accident.
  2. 'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
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  3. 'TEMPORARY TOTAL DISABLEMENT' means Disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
  4. 'TEMPORARY PARTIAL DISABLEMENT' means Disablement which prevents the Insured Person from attending to a substantial part of his business or occupation.
  5. 'PERMANENT TOTAL DISABLEMENT' means Disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
  6. 'LOSS OF A LIMB' means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.



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7. 'MEDICAL EXPENSES' means expenses necessarily incurred by the Insured Person for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

8 'AIR TRAVEL' means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

9. Words in the masculine gender shall include the feminine.

## EXCLUSIONS

This Insurance does not cover Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

2. radioactive contamination.

3. the Insured Person engaging in or taking part in

a) naval, military or air force service or operations.

b) winter sports (other than skating or curling)

i) at any winter sports resort, or

ii) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland.

c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.

d) driving or riding on motor cycles or motor scooters other than mopeds.

4. the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.

5. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity.

6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this Syndrome has been acquired or may be named.

7. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.

## CONDITIONS

1. If an Insured Person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Insurance without the Insured first notifying the Underwriters and obtaining their written agreement to the amendment of this Insurance (subject to the payment of such additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any Accident arising therefrom.

2. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

3. Notice must be given to the Underwriters as soon as reasonably practicable of any Accident which causes or may cause Disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

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Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.



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It is a condition precedent to the Underwriters' liability to pay compensation to the Insured or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an Insured Person.

4. Any fraud, misstatement or concealment by an Insured Person if unknown to the Insured either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, misstatement or concealment by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

5. Automatic additions and deletions to be calculated at pro rata.

6. In the event of a claim hereunder, it is noted that all benefits shall be payable to the Insured in order to pay the Insured Person as partial compensation of pension.

7. In consideration of the premium paid hereon it is hereby agreed that, subject otherwise to its terms, limitations and conditions, this Insurance covers claims arising out of Bodily Injury caused by exposure to the elements as the result of an Accident covered hereunder.

8. In consideration of the premium paid hereon it is hereby agreed that, subject to all terms, limitations, conditions and exclusions of this Insurance except as specifically provided herein, if the Insured Person disappears during the currency of this Insurance and his body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained Accidental Bodily Injury and that such Injury caused his Death, Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

## SCHEDULE OF BENEFITS

Type of Disability No. Extend of Disability Level of Disability

% of

Principle

Sum

1 Nervous

System

Damage of

Nervous

System 1

1-1-1 Excess damage to the central nervous system; lifetime prevention of employment; often require intensive medical or personal care

1 100%

1-1-2 Impairment of the central nervous system; lifetime prevention of employment; require assisted living

2 90%

1-1-3 Significant damage to the central nervous system; lifetime prevention of employment; assisted living not required

3 80%

1-1-4 Significant damage to the central nervous system; can only engage in low-effort work

7 40%

2-1-1 Total loss of sight in 2 Eyes Loss of sight both eyes 1 100%

2 2-1-2 Eyesight of 0.06 or below in both eyes 5 60%

2-1-3 Eyesight of 0.1 or below in both eyes 7 40%

2-1-4 Total loss of sight in one eye and eyesight of 0.06 or below in the other

4 70%



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2-1-5 Total loss of sight in one eye and eyesight of 0.1 or below in the other

6 50%

2-1-6 Total loss of sight in one eye 7 40%

3 Ears Loss of hearing 3

3-1-1 Loss or injury to eardrums in both ears or a hearing loss of 90 db or above

5 60%

3-1-2 A hearing loss of 70 db or above in both ears 7 40%

4 Nose Injury and functional 4

4-1-1 Loss or injury to the nose that causes permanent functional disability

9 20%

5 Mouth Chewing, 5-1-1 Permanent loss of chewing, swallowing, and speech 1 100%

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4

5-1-2 Significant and permanent impairment of chewing, swallowing and speech functions

5 60%

swallowing and speech impairment 5

5-1-3 Significant and permanent impairment to chewing, swallowing or voice-producing functions

7 40%

6-1-1 Excess damage to the internal organs; lifetime prevention of employment; often require intensive medical or personal

Injury or 1 100%

illness to internal

organs 6-1-2 Significant damage to internal organs; lifetime prevention of employment; require assisted living

2 90%

6-1-3 Significant damage to internal organs; lifetime prevention of employment; assisted living not required

3 80%

6-1-4 Significant damage to internal organs; can only engage in low-effort work

7 40%

Removal of organs

6-2-1 Any main organs removed 9 20%

6 Internal organs

Bladder

function impairment

6-3-1 Permanent and total loss of bladder functions 3 80%

7 Body Spinal cord injury 7

7-1-1 Permanent and significant injury to spinal cord 7 40%

8-1-1 Loss of both wrist joints 1 100%

8-1-2 Loss of two or more major joints among shoulder, elbow and wrist joints in one limb

5 60%

8 Upper limbs

Loss of



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upper limbs

8-1-3 Loss of one wrist joint 6 50%

8-2-1 Loss of all ten fingers 3 80%

8-2-2 Loss of both thumbs 7 40%

8-2-3 Loss of five digits of one hand 7 40%

8-2-4 Loss of four digits of the same hand, including the thumb and index fingers  
7 40%

8-2-5 Loss of thumb and index fingers of the same hand 8 30%

8-2-6 Loss of three digits of the same hand, including either the thumb or index finger along with other digits  
8 30%

8-2-7 Loss of two digits of the same hand, including the thumb and other digits  
9 20%

Loss of hand  
digits 8

8-2-8 Loss of one thumb; loss of one index finger; loss of two digits other than the thumbs or index fingers  
11 5%

8-3-1 Permanent function loss of all joints on both shoulders, elbows and wrists  
2 90%

8-3-2 Permanent loss of functions of two major joints of both upper limbs among shoulder, elbow and wrist  
3 80%

8-3-3 Permanent loss of functions of one major joint of both upper limbs among both shoulder, elbow and wrist  
6 50%

8-3-4 Permanent loss of functions of shoulder, elbow and wrist joints of the same limb  
6 50%

8-3-5 Permanent loss of functions of two major joints among the shoulder, elbow and wrist joints of the same limb  
7 40%

8-3-6 Permanent loss of functions of one major joint among shoulder, elbow and wrist joints of the same upper limb  
8 30%

Disability of  
upper limbs  
9

8-3-7 Permanent and significant motor function impairment in both shoulder, elbow and wrist joints  
4 70%

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5

8-3-8 Permanent and significant motor function impairment in two major joints of both upper limbs among the shoulder, elbow and wrists joint  
5 60%

8-3-9 Permanent and significant motor function impairment in one major joint of both upper limbs among the shoulder, elbow and wrist joints  
7 40%

8-3-10 Permanent and significant motor function impairment in shoulder, elbow or wrist joints of the same upper limb  
7 40%

8-3-11 Permanent motor function impairments in two major joints among the shoulder, elbow and wrist joints of



# 第一產物保險股份有限公司

the same upper limb

8 30%

8-3-12 Permanent motor function impairment of both shoulder, elbow and wrist joints

6 50%

8-3-13 Permanent and significant motor function impairment of the shoulder, elbow and wrist joints of one upper limb

9 20%

8-4-1 Permanent loss of all finger functions 5 60%

8-4-2 Permanent loss of both thumb functions 8 30%

8-4-3 Permanent loss of functions of all five digits of the same

8 30%

8-4-4 Permanent loss of functions of four digits of the same hand, including the thumb, index finger, and other digits

8 30%

Functional impairment of digits<sup>10</sup>

8-4-5 Permanent loss of thumb and index finger functions in the same hand

11 5%

8-4-6 Permanent loss of functions of three digits of the same hand, including both the thumb and index finger

9 20%

8-4-7 Permanent loss of functions of three digits of the same hand, including either the thumb or the index finger

10 10%

9-1-1 Loss of both ankle joints 1 100%

9-1-2 Loss of two major joints among the hip, knee and ankle joints of the same lower limb

5 60%

Loss of lower limbs

9-1-3 Loss of one ankle joint 6 50%

Shortening<sup>11</sup> 9-2-1 Permanent shortening of five centimeters or more of one lower limb

7 40%

9-3-1 Loss of all Loss of ten toes 5 60%

toe<sup>12</sup> 9-3-2 Loss of all five toes of the same foot 7 40%

9-4-1 Permanent function loss of all joints of hips, knees and ankles of both lower limbs

2 90%

9-4-2 Permanent function loss of two major joints among hip, knee and ankle joints of both limbs

3 80%

9-4-3 Permanent function loss of one major joint among hip, knee and ankle joints of both limbs

6 50%

9-4-4 Permanent function loss of hip, knee and ankle joints of one limb

6 50%

9-4-5 Permanent function loss of two joints among hip, knee and ankle joints of the same limb

7 40%

9-4-6 Permanent function loss of one major joint among hip, knee and ankle of one limb

8 30%

9 Lower



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limbs

Functional  
impairment

of lower

limbs<sup>13</sup>

9-4-7 Permanent and significant motor function impairment

of both hip, knee and ankle joints

4 70%

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6

9-4-8 Permanent and significant motor function impairment

of two major joints among the hip, knee and ankle

joints of both lower limbs

5 60%

9-4-9 Permanent and significant motor function impairment

of one major joint among the hip, knee and ankle

joints of both lower limbs

7 40%

9-4-10 Permanent and significant motor function impairment

of the hip, knee and ankle joints of the same lower

limb

7 40%

9-4-11 Permanent and significant motor function impairment

of two major joints among the hip, knee and ankle

joints of one lower limb

8 30%

9-4-12 Permanent motor function impairment of hip, knee and

ankle joints of both lower limbs

6 50%

9-4-13 Permanent motor function impairment of hip, knee and

ankle joints of one lower limb

9 20%

9-5-1 Permanent function loss of all Functional ten toes 7 40%

impairment

of toes<sup>14</sup>

9-5-2 Permanent function loss of all five toes of the same

foot

9 20%

## MEDICAL EXPENSES

Medical Expenses incurred in respect of Items 8 & 9 will be paid in addition by the Underwriters up to but not exceeding 15 per cent of

any claim admitted under such Item.

However, if in respect of such Medical Expenses the Insured shall recover any payment under any other insurance, the Underwriters

hereon shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15

per cent of the claim admitted under Item 8 & 9 hereof.

Footnotes:

1 1-1. The basic guidelines of nervous system damage assessment are the symptoms of the illness exhibited and the type of assisted living required. During assessment, medical certificates from psychiatrists, neurologists, neurosurgeons and rehabilitative therapists are required.

(1) Patients with severe nervous system damage who require assistance in all daily activities: Level 1.

(2) Patients with severe nervous system damage who require assistance in some daily activities.: Level 2.

(3) Patients with severe nervous system damage who do not require assistance in daily activities but are prevented from gainful employment throughout their lives: Level 3.

(4) The aforementioned "daily activities" refers to eating, excretion, getting dressed, walking, taking a bath etc.

(5) Patients who exhibit aphasia, agnosia, apraxia, paralysis of the limbs, extrapyramidal disease, memory impairment, perception impairment, emotional impairment, decline in drive, personality disorder; patients who exhibit only low level of paralysis but could not act unless instructed by others: Level 3.



# 第一產物保險股份有限公司

( 6 ) Patients with moderate nervous system damage who are inferior than regular people in psychological and motor functions:  
Level 7.

( 7 ) Patients with moderate nervous system damage (such as low level of paralysis caused by the loss of perception in the pyramidal tract and extrapyramidal disease) who are diagnosed by specialists to have brain atrophy or abnormal brainwaves by brain imaging.

( 8 ) If impairment on the limbs or sensory organs occurs, the level of nervous system damage is determined by the location of the impairment. For example, aphasia caused by speech center damage is assessed by the level of speech impairment.

1-2. The level of balancing mechanism disability and hearing loss assessment: If hearing loss and balancing mechanism disability both occur due to a head injury, the level of impairment is assessed by considering both conditions.

1-3. The assessment of traumatic epilepsy: the assessment should also take into account the dementia and personality disorder caused by repeated onset of epilepsy, and follow the guidelines in footnote 1-1. During periods of epilepsy, the patient should be treated by specialists. When no effective treatment is expected, or when symptoms are stable due to the treatment, regardless of the types of epilepsy, it should be assessed by the following principles:

(1) Even with sufficient treatment, the frequency of onset is still over once a week

Level 3.

(2) Even with sufficient treatment, the frequency of onset is still over once a month

Level 7.

1-4. Assessment of vertigo and balancing mechanism disability: vertigo and balancing mechanism disability caused by head injury or

central nervous system damage do not only result from inner ear injury but also from damages to the cerebellum, brainstem,

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and the frontal lobe. The assessment guidelines are as follows:

(1) Patients who require no assisted living but are prevented from employment throughout their lives:

Level 3

(2) Patients who due to moderate balancing mechanism disability possess inferior motor functions:

Level 7.

1-5. Assessment of traumatic spinal cord injury depends on the level of impairment of motor functions, perceptions, intestinal functions, urinary functions, genital functions, etc. After considering all the symptoms, the proper level can be determined by using the guidelines in footnote 1-1.

1-6. Assessment of the aftereffects of carbon monoxide poisoning: The level of the aftereffects of carbon monoxide poisoning can be

determined by considering all the symptoms and following the guidelines regarding psychological impairment and nervous system damage.

2 2-1. Eyesight should be tested with Landolt Vision Screening Chart and with corrective lenses. However, those whose vision cannot

be corrected can be tested without corrective lenses.

2-2. "Loss of eyesight" refers to a permanent vision of 0.02 or below, including the loss and removal of eyeballs, inability to detect light

or inability to detect movement outside the center field of vision.

2-3. The level of injury is assessed after six months of treatment. However, this guideline does not apply if the injury is clearly irrecoverable, such as the case of an eyeball removal.

3 3-1. When the level of hearing loss is different in both ears, the final level of hearing loss should be determined by considering the hearing of both ears.

3-2. The level of hearing loss should be tested by an audiometer, and denote the level in decibels.

3-3. The level of balancing mechanism disability should be assessed according to the guidelines regarding nervous system damage.

4 4-1. "Loss or injury to the nose" refers to the injury of all or most part of the nose cartilage. "Permanent functional disability" refers to

the obstruction of both nostrils, irrecoverable difficulty in breathing, or the loss of the sense of smell in both sides.

5 5-1. "impairment of chewing functions" refers to the chewing impairment caused by injury to the cheeks, tongue, hard and soft palate, jawbone, temporomandibular joint, and excluding injury to the teeth. Swallowing impairment caused by esophageal stenosis, tongue abnormality, or laryngo-pharyngeal nerve paralysis often also cause chewing impairment. Therefore, the two types of impairment are considered as one:

( 1 ) "Loss of chewing and swallowing functions" refers to the inability to chew and swallow any food except for liquids.

( 2 ) "Significant impairment to chewing and swallowing" refers to the inability to fully chew and swallow food except for congee, porridge, etc.



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5-2. Impairment of speech functions refers to the impairment in articulation caused by reasons other than injury to the teeth:

(1) "Loss of speech functions" refers to the disability in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds.

(2) "Significant impairment of speech functions" refers to the disability in articulating any two of the four sounds which contribute

to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds.

A. bilabial sounds: B, P and M (sounds that are produced by the two lips)

B. labiodental sounds: F (sounds that are produced by lips and teeth)

C. dentalvelar sounds: D, T, N, and L (sounds that are produced by tip of the tongue and gums)

D. velar sounds: G, K and H (sounds that are produced by root of the tongue and soft palate)

E. dorsal sounds: J, Q, and X (sounds that are produced by tip of the tongue and the hard palate)

F. retroflex sounds: Zh, Ch, Sh and R (sounds that are produced by tip of the tongue and the hard palate)

G. dentalveolar sounds: Z, C and S (sounds that are produced by tip of the tongue and upper gums)

5-3. Patients with significant speech impairment which causes inability to communicate are assessed according to the guidelines regarding "significant impairment of speech functions".

6 6-1. Thoracic organs and abdominal organs:

(1) Organs in the thoracic cavity include the heart, cardiac sac, aorta, trachea, bronchia, lungs, pleura, and esophagus.

(2) Organs in the abdominal cavity include the stomach, liver, gall bladder, pancreas, small and large intestine, mesentery, and spleen.

(3) Urinary organs include the kidney, adrenal gland, ureter, bladder, and urethra

(4) reproductive organs include the internal genitalia and external genitalia

6-2. The main organs include the heart, lungs, esophagus, stomach, liver, pancreas, small and large intestine, kidney, adrenal gland, ureter, bladder, and the urethra

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6-3. Assessment of the chest organs and abdominal organs injury: The level of the chest organs and abdominal organs injury can be determined by considering all the symptoms and the type of assisted living required, and following the guidelines regarding psychological impairment and nervous system damage.

7 7-1. Spinal cord injury "Permanent and significant injury to spinal cord" refers to the myotonias of the neck vertebrae, or when the

range of front-back and left-right bending motion and left-right circling motion is below 1/2 of normal range.

8 8-1. "Loss of hand digits" refers to:

(1) The severing of the thumb at the thumb interphalangeal joint

(2) The severing of other fingers at the proximal interphalangeal joint

8-2. If the use of digits is still permanently lost after reattachment surgery, the digits are still considered to be lost. This rule also applies to toes.

8-3. After the reattachment of the thumb, even if its functions remain normal, the thumb is still considered to be lost if the loss of thumb was in accordance of the disability guidelines.

9 9-1. "Permanent function loss of shoulder, elbow and wrist joint of one upper limb" refers to the total disability of one upper limb, including:

(1) The myotonias or complete paralysis of the shoulder, elbow, and wrist joints of the same upper limb, and the total disability of all five fingers.

(2) The myotonias or complete paralysis of the shoulder, elbow and wrist joints.

9-2. "Permanent and significant motor function impairment of shoulder, elbow and wrist joints" refers to the significant motor function

impairment of the joints of the same upper limb, including:

(1) Permanent and significant motor function impairment of the shoulder, elbow and wrist joints of the same limb, and the total disability of all five fingers.

(2) Permanent and significant motor function impairment of the shoulder, elbow and wrist joints of the same limb.

9-3. The level of damage of joint injury is assessed by the maximum range of physiological movement:

(1) "Function loss" refers to the myotonias or complete paralysis of the joints .

(2) "Significant motor function impairment" refers to the loss of range of physiological movement by 1/2 or more.

(3) "motor function impairment" refers to the loss of range of physiological movement by

1/3 or more.

9-4. The assessment of range of physiological movement:

(1) When the cause and extent of the impairment is obvious, the range of physiological movement should be assessed by the range of active exercises. If the cause and extent of the impairment is not obvious, then the range of physiological movement should be assessed by the probable range of physiological movement.

(2) The range of physiological movement of patients in casts should be determined after



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considering the possible extent of recovery 9-5. Please refer to the diagrams for the name of upper and lower limb joints

10 10-1. "Permanent loss of fingers functions" refers to:

(1) The loss of range of physiological movement by 1/2 or more in one of the thumb joints  
(2) The loss of range of physiological movement by 1/2 or more in the metacarpophalangeal joints and proximal interphalangeal joint

(3) The severance of the thumb or other fingers by 1/2 of its length or more

11 11-1. To determine the length of shortening, the distances between the anterior superior iliac spine and the bottom of the medial malleolus of both legs should be measured and compared.

12 12-1. "Loss of toe" refers the severance of toe from the metatarsophalangeal joint.

13 13-1. "Permanent function loss of hip, knee and ankle joints" refers to the disability of one lower limb, including:

(1) The myotonias or complete paralysis of the three major joints of the same lower limb, and the total disability of five toes.

(2) The myotonias or complete paralysis of the three major joints of the same lower limb.

13-2. The assessment of "loss of functions", "significant motor function impairment", and "motor function impairment" of the lower

limbs follows the same guidelines as those of upper limbs.

14 14-1. "Permanent function loss of toes" refers to:

(1) The severance of the big toe by 1/2 or more, or at the metatarsophalangeal joint; the loss of range of physiological movement by 1/2 or more.

(2) The severance of the 2nd toe at the second distal interphalangeal joint; the loss of range of physiological movement by 1/2 at the metatarsophalangeal joint or the proximal interphalangeal joint.

(3) The severance of the third, fourth, or fifth toe at the distal interphalangeal joint or myotonias at the metatarsophalangeal or the second proximal interphalangeal joint.

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15 15-1. The assessment of permanent function loss and significant impairment should be conducted after six months of treatment since the day of the accident. However, this rule does not apply to cases where the permanent function loss and significant impairment can be identified immediately..

Burning Disfigurement Scale

International % of

Class No. Code Burning Level sum insured

1 1 948.7-948.9 70% of whole body (3rd class) 100%

2 2 948.5-948.6 50%-69% of whole body (3rd class) 75%

3 3 948.3-948.4 30%-49% of whole body (3rd class) 50%

4 4 948.2 20%-29% (3rd

class) 35%

4 5 941.5 Face & Head burn injury, death of

inner tissues and partial bodily injury

35%

5 6 940 Eyes & ancillary organ burn injury

5%

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：100.01.18 一產水字第 1000042 號函備查

## 第一產物船體保險Medical Expense (Accident) Endorsement

(for use in conjunction with KA Form)

It is hereby understood and agreed that the Medical Expenses provision appearing at the foot of the Schedule of Compensation is deemed to be deleted and replaced by the following:

### MEDICAL EXPENSES

Medical Expenses incurred within twelve months of the date of an Accident in respect of accidental Bodily Injury

sustained by an Insured Person during the period of this Insurance will be paid in addition by the Underwriters



# 第一產物保險股份有限公司

Maximum \_\_\_\_\_% of Sum Insured any one claim each Insured Person and excluding the first NT\$\_\_\_\_\_ - each Insured Person of each and every claim.

However, if in respect of such Medical Expenses the Assured or the Insured Person shall recover any payment

under any other insurance, the Underwriters hereon shall only be liable for the difference between such recovery

and the total cost of Medical Expenses incurred, not exceeding the limit expressed above.

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：100.01.18 一產水字第 1000044 號函備查

## 第一產物船體保險 Nuclear / Radioactive Exclusion Clause

(for attachment to Personal Accident and/or Illness Policies)

This Insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation

or radioactive contamination.

12/03 LSW1210

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：100.01.18 一產水字第 1000046 號函備查

## 第一產物船體保險 Premium Payment Warranty Clause

It is a condition of this contract of insurer that the premium due at inception must be paid to and received by insurer in \_\_\_\_\_ days.

If this condition is not complied with then this contract of insurer shall terminate on the above date with the insured hereby agreeing to pay premium calculated at not less than pro rata temporis.

## 第一產物 Several Liability Notice

(適用於運輸險、漁船險、船體險)

免費申訴電話：0800-288-068 備查文號：97.06.01 一產水字第970501號函備查

## Several Liability Notice

The subscribing insurers' 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 are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## 第一產物船體保險

(協會船舶全損險時間條款-包含救助、救助費用及損害防止費用)

免費申訴電話：0800-288-068 備查文號：96.08.27 一產精字第960645 號函備查

1/10/83 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE TIME CLAUSES — HULLS

TOTAL LOSS ONLY



# 第一產物保險股份有限公司

(Including Salvage, Salvage Charges and Sue and Labour)

This insurance is subject to English law and practice

## 1 NAVIGATION

1.1 The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.

1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore ~craft) no claim shall be recoverable under this insurance for loss of or damage to the Vessel from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be Limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed.

Nothing in this Clause 1.3 shall affect claims under Clause 9.

## 2 CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

## 3 BREACH OF WARRANTY

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

## 4 TERMINATION

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage which would be covered by an insurance of the Vessel subject to current Institute Time Clauses Hulls or Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society,

4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board and has already



# 第一產物保險股份有限公司

sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

A pro rata daily net return of premium shall be made.

## 5 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such

endorsement is produced before payment at any claim or return of premium thereunder.

1 第一產物保險股份有限公司

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## 6 PERILS

6.1 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.1.1 perils of the seas rivers lakes or other navigable waters

6.1.2 fire, explosion

6.1.3 violent theft by persons from outside the Vessel

6.1.4 jettison

6.1.5 piracy

6.1.6 breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

6.1.8 earthquake volcanic eruption or lightning.

6.2 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.2.1 accidents in loading discharging or shifting cargo or fuel

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 barratry of Master Officers or Crew, provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

## 7 POLLUTION HAZARD

This insurance covers total loss (actual or constructive) of the Vessel caused by any governmental authority acting under

the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel caused by a peril covered by this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate



# 第一產物保險股份有限公司

such

hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should

they hold shares in the Vessel.

## 8 NOTICE OF CLAIM

8.1 in the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd' s Agent so that a survey or may be appointed to represent the Underwriters should they so desire.

## 9 SALVAGE

9.1 This insurance covers the Vessel' s proportion of salvage and salvage charges, reduced in respect of any under-insurance.

9.2 No claim under this Clause 9 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 10 SISTERSHIP

Should the Vessel hereby insured receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have

were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 11 DUTY OF ASSURED (SUE AND LABOUR)

11.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures

as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

11.2 Subject to the provisions below the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges and collision defence or attack costs are not recoverable under this Clause 11.

11.3 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.

11.4 When expenses are incurred pursuant to this Clause lithe liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

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11.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably



# 第一產物保險股份有限公司

incurred

in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

11.6 The sum recoverable under this Clause 11 shall be in addition to the loss otherwise recoverable under this insurance

but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

## 12 CONSTRUCTIVE TOTAL LOSS

12.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value

and nothing in respect the damaged or break-up value of the Vessel or wreck shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable

hereunder unless such cost would exceed the insured value, in making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13 FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

## 14 DISBURSEMENTS WARRANTY

14.1 Additional insurances as follows are permitted:

14.1.1 Disbursements. Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

14.1.2 Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 14.1.1.

14.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance.

In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

14.1.4 Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured.

14.1.5 Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or



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earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 14.1.2 and 14.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.

14.1.6 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

14.1.7 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.

14.1.8 Insurance irrespective of amount against: Any risks excluded by Clauses 16, 17, 18 and 19 below.

14.2 Warranted that no insurance on any interests enumerated in the foregoing 14.1.1 to 14.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees.

Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 15 RETURNS FOR LAY-UP AND CANCELLATION

15.1 To return as follows:

15.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

15.1.2 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters ( with special liberties as hereinafter allowed )

(a) per cent net not under repair

(b) per cent net under repair.

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If the Vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.

## 15.2 PROVIDED ALWAYS THAT

15.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof

15.2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area

15.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes

15.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly



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15.2.5 in the event of any return recoverable under this Clause IS being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 15.1.2 (a) and/or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the Vessel is laid up or the first day of a period of 30 consecutive days as provided under 15.1.2 (a) or (b), or 15.2.2 above.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## 16 WAR EXCLUSION

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

16.1 war civil war revolution rebellion insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power

16.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

16.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 17 STRIKES EXCLUSION

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

17.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

17.2 any terrorist or any person acting from a political motive.

## 18 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover Loss damage liability or expense arising from

18.1 the detonation of an explosive

18.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

## 19 NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic

or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## 第一產物船體保險協會建造險

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：98.07.03 一產水字第980800 號函備查

## 1/6/88 INSTITUTE CLAUSES FOR BUILDER'S RISKS

(This insurance is subject to English law and practice)

VESSEL.....PER SCHEDULE.....Contract or Yard

no.....

BUILDERS.....PER

SCHEDULE.....

.....

BUILDER'S YARDS.....PER

SCHEDULE.....



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.....  
SUBJECT OF INSURANCE

(Where more than one part of the subject-matter insured is described in Section I(A), Section I(B) or Section II below, then the respective

wording of Section I(A), Section I(B) or Section II shall be applied to each part separately.)

SECTION I. Provisional Period .....from.....but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

(A) HULL and MACHINERY etc. under construction at the yard or other premises of the Builders.

Description Contract or Yard no. Provisionally valued at To be built at/by

PER SCHEDULE

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place

Of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of

each item of this sub-section (A) which is at such locations shall attach from the time:-

(I) of inception of this Section I if such item has already been allocated to the Vessel;

(II) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;

(III) of allocation by Builders if allocated after inception of this Section I.

(B) MACHINERY etc. insured hereon whilst under construction by Sub-Contractors.

Description Contract or Yard no. Provisionally valued at To be built at/by

PER SCHEDULE

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time:--

(I) of inception of this Section I if such item has already been allocated to the Vessel;

(II) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;

(III) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section (B) is also covered whilst:--

(a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;

(b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

SECTION II. Provisional Period .....from.....

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

MACHINERY etc. insured hereon from delivery to Builders.

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Description Contract or Yard no. Provisionally valued at To be built at/by

PER SCHEDULE

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of

construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of

each item of this Section II shall attach from the time of delivery to Builders.

## 1. INSURED VALUE

1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus .....XXX..... % whichever is the greater, of the subject-matter of this insurance shall be the insured value.

1.2 Should the insured value, determined as above,

1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase,

or

1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.

1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.



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1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the Vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

## 2. TRANSIT

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

## 3. DELAYED DELIVERY

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

## 4. DEVIATION OR CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

## 5. PERILS

5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITION AND EXCLUSIONS this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

## 6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

## 7. POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are

liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured,

the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## 8. FAULTY DESIGN

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes

loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of

any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

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## 9. NAVIGATION

9.1 With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

9.2 Any movement of the Vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

## 10. DEDUCTIBLE

10.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 13, 17, 19 and 20) exceeds ..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 10.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 20 arising from the same accident or occurrence.

10.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.

The expression "heavy weather" in this Clause 10.2 shall be deemed to include contact with floating ice.

10.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

10.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the



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sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 11. UNREPAIRED DAMAGE

11.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

11.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

## 12. CONSTRUCTIVE TOTAL LOSS

12.1 In ascertaining whether the subject-matter insured is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13. GENERAL AVERAGE AND SALVAGE

13.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

13.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

13.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

13.4 No claim under this Clause 13 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

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## 14. NOTICE OF CLAIM

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the

Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may

be appointed to represent the Underwriters should they so desire.

## 15. CHANGE OF INTEREST

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

## 16. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the assured, and by the assignor in the

case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 17. COLLISION LIABILITY

17.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

17.1.1 loss of or damage to any other vessel or property on any other vessel

17.1.2 delay to or loss of use of any such other vessel or property thereon

17.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon,

where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

17.2 The indemnity provided by this Clause 17 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

17.2.1 Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 17 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.



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17.2.2 In no case shall the Underwriters' total liability under Clause 17.1 and 17.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.

17.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

## EXCLUSIONS

17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of

17.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

17.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

17.4.3 the cargo or other property on, or the engagements of, the insured Vessel

17.4.4 loss of life, personal injury or illness

17.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

## 18. SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part

to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the

collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 19. PROTECTION AND INDEMNITY

19.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as Owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matter or things and arises from an accident or occurrence during the period of this insurance:

19.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 17.

19.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same.

19.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port

19.1.4 loss of life, personal injury, illness or payments made for life salvage.

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19.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

19.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea

19.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore

19.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

19.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured

19.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

## EXCLUSIONS

19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:

19.3.1 any direct or indirect payment of the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repairs

19.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement

19.3.3 punitive or exemplary damages, however described

19.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause

19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel

19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the Vessel



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19.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured

19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

19.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member

19.3.9 fines or penalties arising from overloading or illegal fishing

19.3.10 pollution or contamination of any real or personal property or thing whatsoever.

19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

19.6 In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.

19.7 PROVIDED ALWAYS THAT

19.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19

19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.

20. DUTY OF ASSURED (SUE AND LABOUR)

20.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

20.2 Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 20.4) collision defence or attach costs and costs incurred by the Assured in avoiding, minimizing or contesting liability covered by Clause 19 are not recoverable under this Clause 20.

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

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20.4 When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of The expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as Having been incurred in respect of the subject-matter insured.

20.5 The sum recoverable under this Clause 20 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

21. WAR EXCLUSION

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

21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

21.3 derelict mines torpedoes bombs or other derelict weapons of war.

22. STRIKES EXCLUSION

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

22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion

22.2 any terrorist or any person acting from a political motive.

23. MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

23.1 the detonation of an explosive

23.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

24. NUCLEAR EXCLUSION

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

24.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the



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combustion of nuclear fuel

24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## 第一產物協會船舶兵險及罷工險時間條款

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961002 號函備查

1/10/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR AND STRIKES CLAUSES

HULL - TIME

This insurance is subject to English law and practice

1 PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel 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, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war

1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.5 any terrorist or any person acting maliciously or from a political motive

1.6 confiscation or expropriation.

1.7 loss or damage caused by perils of vandalism, sabotage and malicious damage.

2 INCORPORATION

The Institute Time Clauses - Hull 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

3 DETAINMENT

In the event that the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.

4 EXCLUSIONS

This insurance excludes

4.1 Loss damage liability or expense arising from

4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war

4.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:



# 第一產物保險股份有限公司

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People' s Republic of China

4.1.3 requisition or pre-emption

4.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered

4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),

4.2 loss damage liability or expense covered by the Institute Time Clauses - Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,

4.3 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

## 5 TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

5.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 2.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

5.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People' s Republic of China

5.2.3 in the event of the Vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.

CL. 281



# 第一產物保險股份有限公司

## 第一產物船體保險協會船舶港口險時間條款

免費申訴電話：0800-288-068 備查文號：97.08.25 一產水字第970856號函備查

### 20/7/87 INSTITUTE TIME CLAUSES HULLS PORT RISKS

This insurance is subject to English law and practice

#### 1 NAVIGATION

The Vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.

#### 2 TERMINATION

This Clause 2 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

2.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 4 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall not operate.

2.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is in port or at sea.

#### 3 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

#### 4 PERILS

4.1 This insurance covers loss of or damage to the subject-matter insured caused by

4.1.1 perils of the seas rivers lakes or other navigable waters

4.1.2 fire lightning explosion

## 第一產物協會電腦駭客攻擊除外附加條款 ( 船舶適用 )

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：96.10.15 一產精字第961003 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 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 strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting



# 第一產物保險股份有限公司

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.

CL380

第一產物協會輻射污染、化學、生物、生化或電磁武器除外附加條款 ( 船舶適用 )

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：96.10.15 一產精字第961004 號函備查

10/11/2003

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

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.

CL 370

第一產物保險費分期付款附加條款

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961005 號函備查

DEFERRED PREMIUMS CLAUSE

Notwithstanding anything herein to the contrary the premium or consideration for this insurance is payable by installments as follows:

25% of annual premium due and payable at inception as the first installment

25% of annual premium due and payable on the XX day of XXX . XXXX  
as the second installment.

25% of annual premium due and payable on the XX day of FXX. XXXX  
as the third installment.

25% of annual premium due and payable on the XX day of XXX. XXXX  
as the fourth installment

In the event of a total loss covered hereunder all future installments shall immediately become due and payable and the company shall be entitled to take credit therefore.

PREMIUMS WARRANTY CLAUSE

Notwithstanding anything herein to the contrary the premium or consideration for this insurance is payable by installments as follows:

25% of annual premium due and payable at inception as the first installment



# 第一產物保險股份有限公司

25% of annual premium due and payable on the XXday of XXX. XXXX  
as the second installment.

25% of annual premium due and payable on the XXday of XXX. XXXX  
as the third installment.

25% of annual premium due and payable on the XXday of XXX. XXXX  
as the fourth installment

In the even of any installments not being received prior to or within 30 days  
after its due date as above, this insurance may be cancelled by the Company giving to the Assured named the  
notice of cancellation.

This Insurance will be automatically terminated in the midnight after 7 days when the day such notice of  
cancellation are sent /mailed by registered. Such

Cancellation shall be without prejudice to premiums earned and due for the period the policy is in force.

In the event of a Total Loss covered hereunder, all future installments shall immediately become due and payable  
and the Company shall be entitled to take credit therefor.

## 第一產物保險費延緩交付特約條款(乙式)-適用於漁船險、船體險

免費申訴電話：0800-288-068 備查文號：97.04.15 一產水字第970382號函備查

一. 茲應要保人 (或被保險人)之要求，本公司同意本保險契約分期交付之保險費，延自保險責任開始及以後各期應交付之日至遲三十日內收清，並先行簽交保險單。

二. 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按短期費率計收。

三.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。

## 一產物限制兵險航行範圍特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961006 號函備查

### WAR RISKS TRADING WARRANTIES

For use with Insurance on Vessel engaged in" xxxx-xxxx" Trade

(1)

This coverage shall extend xxxx-xxxx, but in the event of a vessel or craft insured hereunder sailing for, deviating towards, or being within the Territorial Waters of, any of the countries or places described in the Current Exclusions as set out below (including any port area that at the date of this notice constitutes part of such a country or place however it may hereafter be described) additional premium shall be paid at the discretion of insurers hereon.

Information of such voyage or deviation shall be given to insurers as soon as practicable, and the absence of prior advice shall not affect the cover hereon. In the



# 第一產物保險股份有限公司

event of the assured not requiring continuation of coverage for a vessel proceeding into or remaining within an excluded area, he shall so advise insurers hereon before the commencement of such voyage, deviation or period, and it shall be at the insurers' discretion whether and on what terms the insurance shall be reinstated.

## (2) Current Exclusions

A) Persian or Arabian Gulf and adjacent waters including the Gulf of Oman North of 24 degrees North

B) Angola (including Cabinda)

C) Israel

D) Lebanon

E) Libya (including Gulf of Sidre/Sirte)

F) Eritrea

G) Somalia

H) Congo, Democratic Republic of (formerly Zaire)

I) Liberia

J) Sri

Lanka

K) Sierra Leone

L) Gulf of Aqaba and the Red Sea

M) Republic of Yemen

N) Pakistan

O) Oman

P) Syria

Q) Algeria

R) Egypt

S) Indonesia excluding transiting vessels

T) Ivory Coast

U) Nigeria and the Bakassi Peninsular

V).Waters within 100 nautical miles of Maldivian islands

W).Waters within 100 nautical miles of Indonesian Islands

X).Waters within 200 nautical miles Of Argentine and Falkland Islands

3.Warranted no illegal fishing and excluding any claims arising out of illegal fishing or activities either held to be illegal fishing or in breach of any other regulations. Warranted also excluded from the above trading limits even if the Vessel is drafted to the prohibited water beyond contraol.

4.Underwriter, however, have option to give seven days notuic of cancellation applicable at any time for the adjustment of premium or warranties.



# 第一產物保險股份有限公司

## 第一產物倫敦兵險航道封鎖附加特約條款

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961007 號函備查

LONDON BLOCKING AND TRAPPING ADDENDU

(for use with institute War and Strikes clauses Hull-1/10/83)

The inability of the Vessel to sail from any port, canal, waterway or other place to the High Seas either for a continuous period of 6 months or where there is no reasonable prospect of the Vessel becoming able to sail to the High Seas (whichever is the earlier) as a result of the closure of the connecting channel to all vessels of such size and draft is deemed to constitute a Constructive Total Loss and is recoverable hereunder provided that such closure has arisen through the blockage of the waterway from any cause enumerated in the Institute War and Strike Clauses – Hull – Time (1/10/83) together with all terms, conditions and special clauses of the War and Strike Policies as far as applicable.

For the purpose of this insurance the term “ inability of the Vessel to sail” includes, but is not limited to, circumstances under which the vessel does not sail in consequence of:

1. any physical obstruction whatsoever (not directly caused by earthquake); or
2. any order, advice, or recommendation of any government or local authority; or
3. the Master, Owners, Managers or Assured deciding that it is unsafe for the vessel to sail unless Underwriters are able to prove that such decision was unreasonable in all the circumstances prevailing at the time; and whether such inability to sail in consequence of one or more accidents or occurrences or reasons.

## 第一產物恐怖主義除外不保附加條款 ( 船舶適用 )

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：96.10.15 一產精字第961007 號函備查

Terrorism Exclusion Clause

This insurance excludes any loss, damage, liability or expense arising directly or Indirectly from:

- a) Terrorism and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, “ terrorism” means any act(s) of any person(s) or organization(s) involving:

- i. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any Reinsurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Reassured to prove the contrary.

## 第一產物航道封鎖特約條款(船體)

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961009 號函備查

BLOCKING AND TRAPPING CLAUSE (HULL)



# 第一產物保險股份有限公司

The inability of the Vessel to sail from any port, canal, waterway or other place to the High Seas either for a continuous period of 6 months or where there is no reasonable prospect of the Vessel becoming able to sail to the High Seas (whichever is the earlier) as a result of the closure of the connecting channel to all vessels of such size and draft is deemed to constitute a Constructive Total Loss and is recoverable hereunder provided that such closure has arisen through the blockage of the waterway from any cause whatsoever beyond the control of the Assured other than as a result of perils enumerated in Institute Time Clauses – Hull Clauses 1/10/83 Clause 23 to 26 (War Strikes, Malicious Acts, Nuclear Exclusions) herein.

For the purpose of this insurance the term “inability of the Vessel to sail” includes, but is not limited to, circumstances under which the vessel does not sail in consequence of:

1. any physical obstruction whatsoever (not directly caused by earthquake); or
2. any order, advice, or recommendation of any government or local authority; or
3. the Master, Owners, Managers or Assured deciding that it is unsafe for the vessel to sail unless Underwriters are able to prove that such decision was unreasonable in all the circumstances prevailing at the time;

and whether such inability to sail in consequence of one or more accidents or occurrences or reasons.

## 第一產物船舶共保附加特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961010 號函備查

### CO-INSURANCE CLAUSES

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

The xxx Insurance co., ltd. As the leading Company has been authorized by the other co-insurer to deal with all matters relating to this Policy including settlement of claims, and all decision made by the Leading Company and all agreements reached between the insured and the Leading Company shall be binding on the other coinsurer. Any notices given by the insured to the Leading Company shall be deemed to have been given to the other Co-insured.

Order Insurance Company Policy no.

XX%

XX%

XX%

XX%

XX%

100%

FOR: The X Insurance Co., Ltd. The X Insurance Co., Ltd.

xxx xxxx

Manager, Marine Department Manager, Marine Department

The X Insurance Co., Ltd. The X Insurance Co., Ltd.

xxx xxxx

Manager, Marine Department Manager, Marine Department

The X Insurance Co., Ltd.

xxx



# 第一產物保險股份有限公司

Manager, Marine Department

## CO-INSURANCE CLAUSE

The Subscription hereto of the Co-Insurers are as mentioned below, and the Co-Insurers, 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.

The X Insurance Co., Ltd. %

Policy No.

The Co-Insurers hereby appoint the THE FIRST INSURANCE CO., LTD. As a representative company (hereinafter referred to as "The Leader") who shall attend to the negotiation with the Assured in all matters regarding this Policy.

THE FIRST INSURANCE CO., LTD. Shall act as leader on behalf of the above-mentioned companies in the adjustment and settlement of any loss or damage, any claim adjusted and settled by the leader shall be followed by the Co-Insurers.

FOR: The X Insurance Co., Ltd. The X Insurance Co., Ltd.

xxx xxx

Manager, Marine Department Manager, Marine Department

FOR: The X Insurance Co., Ltd. The X Insurance Co., Ltd.

xxx xxx

Manager, Marine Department Manager, Marine Department

FOR: The X Insurance Co., Ltd.

xxx

Manager, Marine Department

## CO-INSURANCE CLAUSE

THE SUBSCRIPTION HERETO OF THE CO-ASSURERS IS AS MENTIONED BELOW, AND THE COASSURERS, 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-ASSURERS.

ORDER INSURANCE COMPANY POLICY

XX%



# 第一產物保險股份有限公司

XX%

XX%

THE CO-ASSURERS HEREBY APPOINT THE FIRST INSURANCE CO., LTD AS A REPRESENTATIVE COMPANY (HEREINAFTER REFERRED TO AS THE " REPRESENTATIVE CO." WHO SHALL ATTEND TO THE NEGOTIATION WITH THE ASSURED IN ALL METTERS REGARDING THIS INSURANCE.

THE REPRESENTATIVE CO., SHALL ACT AS LEADER IN BEHALF OF THE ABOVE-MENTIONED CO-ASSURERS IN THE ADJUSTMENT AND SETTLEMENT OF ANY LOSS OR DAMAGE ANY CLAIM ADJUSTED AND SETTLED BY THE LEADER SHALL BE FOLLOWED BY THE CO-ASSURERS.

THE FIRST INSURANCE CO., LTD THE XX INSURANCE CO., LTD.

SIGNATURE SIGNATURE

THE FIRST INSURANCE CO., LTD THE XX INSURANCE CO., LTD.

SIGNATURE SIGNATURE

## THE FIRST INSURANCE CO., LTD.

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

公開資訊網址：<http://www.firstins.com.tw>

備查文號：97.03.10 一產精字第 970207 號函備查

## 第一產物船體保險電腦系統年序轉換不保事項附加條款

### Marine Hull Electronic Date Recognition Endorsement

This Endorsement shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

1. This insurance does not cover any loss, damage, liability or expense directly or indirectly caused by or in any way in consequence of:

a) the failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and / or any other electronic device or component, whether or not belonging to or in possession of the insured or of any third party, correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognize, sequence or transfer any time, year, date or date-like code, data or information;

b) any implemented or attempted change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and or any other electronic device or component whether or not belonging to or in possession of the insured or of any third party, in anticipation of or in response to any change of year, date or time, or any advice given or services performed in connection with any such change or modification;

c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the insured or of any third party related to (a) and/or (b) above.

2. Clause 1 of this Endorsement shall not however apply to exclude a claim which the insured can demonstrate

a) would be recoverable under this insurance in absence of the exclusion in clause 1.

and

b) has not resulted from want of due diligence by the insured, Owners, managers or superintendents or any of their onshore management in respect of any of the matters referred to in clauses 1.

and

c) is proximately caused by any of the following perils:

i) Perils of the seas rivers lakes or other navigable waters

ii) fire, explosion

iii) violent theft by persons from outside the vessel



# 第一產物保險股份有限公司

- iv) jettison
- v) piracy
- vi) contact with land conveyance, dock or harbour equipment or installation
- vii) earthquakes volcanic eruption or lighting
- viii) accidents in loading, discharging or shifting cargo or fuel
- ix) bursting of boilers, breakage of shafts

第一產物保險股份有限公司

第 2 頁，共 2 頁

- x) negligence of repairers or charterers provided such repairers or charterers are not an insured hereunder or Master Officers or Crew
  - xi) contact with aircraft, helicopters or similar objects, or objects following therefrom
3. Notwithstanding clauses 2 above in no circumstances shall the cover provided in this Endorsement extend to a claim for loss, damage, liability or expense.
- a) in respect of any software, programming , operating system code or data  
or
  - b) arising from or in any way connected , whether directly or indirectly, with any measures taken with the intention of averting or minimizing any of the matters referred to in clauses 1 (a) or 1 (b) above or any of their possible or anticipated consequences.
4. The cover provided in this Endorsement is subject in all other respects to all other terms, conditions, exclusions and limits contained in this insurance
4. This Endorsement is subject to English law and practice.

## 第一產物漁船險特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961012 號函備查

SPECIAL WARRANTY ON FINSING VESSEL INSURANCE

Warranted that, notwithstanding the fishing areas are admitted, in no case shall this Insurance cover any loss, damage or expense caused by breach of the Trading Warranties unless the fishing grounds are approved by the government or authorities under Mutual Fishing Co-operation Contract. No fishing operation within 100 nautical miles of Maldives and Indonesia and 200 nautical miles of Argentina and Falkland Islands and the other Economical Waters declared by any country of the world is admitted. It shall be prohibited and no claims payable if they are going against the above stipulation., but it is excluded the waters within 100 nautical miles of south of Hengchun.

## 第一產物貨物運送人責任險

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

70.11.24 (70) 台財融第24185 號核准

「96 年8 月31 日依行政院金融監督管理委員會95 年9 月1 日金管保二字第09502522257 號令修正」

貨物運送人責任保險基本條款

## 第一章 承保範圍 CL01

第 一 條：本保險單承保被保險人所運送之貨物於正常運送途中因意外事故所致之毀損滅失



# 第一產物保險股份有限公司

，依法應由被保險人負賠償責任，而受賠償請求時，本公司對被保險人負賠償之責。

第二條：本保險單遇有任何一次賠款時，本公司僅對超過自負額之部分負賠償責任。

第三條：本保險單承保之毀損滅失責任，以受運送之貨物在本保險單約定之區域及有效期間內因意外事故，所致之直接損失為限。

## 第二章 特約承保事項及不保事項範圍

第四條：託運物以合法財物為限，但本公司對下列財物之毀損滅失，除經特別約定載明者外，不負賠償責任：

- 1.金銀條塊、貴重金屬及其製品、珠寶、玉石首飾。
- 2.圖畫、雕像或其他藝術品。
- 3.貨幣、股票、債券、郵票、印花稅票、票據及其他有價證券。
- 4.各種文書證件、帳簿、債權憑證、或其他商業憑證、簿冊。
- 5.爆炸物。
- 6.動物、植物。
- 7.蛋類。

第五條：本公司不負責賠償因下列原因所致之運送人賠償責任：

- 1.使用價值或市場價格之損失。
- 2.因運送遲延所致之損失。
- 3.託運人包裝不固致中途散失滲漏者。
- 4.包裝完好而其內容短少或不符，而無法證明係因意外事故所致者。
- 5.因貨物之特性致重量減輕、腐化、醱酵、長黴、生鏽、褪色、異味、自燃或遭蟲鼠咬損者。
- 6.貨物存放於倉庫、堆棧或其他建築物內之損失，但正常運輸途中必須之臨時儲存不在此限。
- 7.被保險人之故意或重大過失所致之損失。
- 8.被保險人或其受僱人於執行業務時，因違法行為、無照駕駛、越級駕駛或因酒類或藥劑影響所致之損失。
- 9.運送工具超載、超速所致之損失。
- 10.因颱風、地震、洪水及其他不可抗力因素，不論直接或間接所致之損失。
- 11.因敵人侵略、外敵行為、戰爭（不論宣戰與否）類似戰爭行為、叛亂、內戰強力霸佔或被征用、軍事訓練或演習，無論直接或間接所致之毀損滅失。
- 12.因罷工、暴動、民眾騷擾，無論直接或間接所致之毀損滅失。

第一產物保險股份有限公司

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- 13.因核子分裂、鎔解或輻射作用，無論直接或間接所致之毀損滅失。



# 第一產物保險股份有限公司

## 第三章 一般事項

第六條：本保險單所稱「每一事故責任限額」係指在任何一次事故內對所有財物損失，本公司所應負之最高責任金額而言。

第七條：本保險單稱「保險期間內累計責任限額」係指在本保單有效期間內本公司賠款累計總額而言。

第八條：本保險單所稱「正常運送途中」係指被保險人自收受受託運送之貨物開始，經一般習慣上認為合理之運送路線及方法為運送以迄於交付該貨物受貨人為止。

第九條：要保人、被保險人或其代理人於訂立保險契約時，對於任何重要事項均應據實說明或通知，如有隱匿、偽報或不誠實之說明，本公司得解除契約。又在本保險存續期間內若有依法應通知之事項而不為通知者，本公司得終止契約。

第十條：本保險單所載事項遇有任何變更，被保險人應儘速以書面通知本公司，除經本公司書面同意或簽發批單並雙方協議調整保費者外，任何變更對本公司不生效力。

第十一條：要保人或被保險人如同時或先後向其他保險人訂立同一保險事故之保險契約約定者，應將其他保險人之名稱及保險金額立即通知本公司，要保人或保險人故意不為前項之通知或意圖得不當之利益而為複保險者，本保險契約無效。

第十二條：本公司有權於保險期間內查閱有關本保單承保範圍內被保險人之貨物運送紀錄。

第十三條：保險期間內累計責任限額隨本公司因每一意外事故所賠付之金額而遞減。

第十四條：本保險單權益之轉讓，非經本公司書面同意，對本公司不生轉讓之效力。倘遇被保險人死亡或依法宣告破產時，本保單即行終止，其於終止前所發生本保險單承保範圍內之賠償責任，本公司對被保險人之繼承人、法定代理人、破產管理人予以賠償，其終止後未滿期之保險費並應照全年保險費按日數比例退還。

第十五條：由本公司按被保險人預估全年營業總金額計算保險費者，其保險費於保單生效時收取。被保險人於保險期間內應每月一次將當月營業金額以書面通知本公司，並由本公司按全年實際營業總金額計算實際應收保險費，實際應收保費超過預收保險費之差額應由被保險人補繳之。

第十六條：本保險單得經被保險人以書面通知而終止之，本公司亦得以三十日為期之書面通知送達被保險人最後所留之住址而終止之。保險單終止後，被保險人應將保險單有效期間內之實際營業金額以書面通知本公司，作為計算實際應收保險費之依據。實際應收保險費超過預收保險費之差額，應由被保險人補繳之。預收保險費超過實際應收保險費之差額，由本公司退還被保險人。保險單因被保險人之要求而終止者，實際應收保險費之計算按短期保險費之規定，保險單因本公司通知而終止者，實際應收保險費按保險單有效期間之日數比例計算之。本公司據基本條款第九條之規定而解除契約者，其已收之保險費概不予退還。



# 第一產物保險股份有限公司

## 第四章 理賠事項

第十七條：任何一次賠款被保險人須先行交付本保險單所載之自負額後，本公司方對超過自負額之部分負賠償責任。

第十八條：被保險人對受僱人之選任監督應盡相當之注意，對運送工具應定期檢查，隨時注意維護。運送物遇有意外事故時，要保人或被保險人應盡力避免或減輕損失，其因而所生之必要費用，由本公司按每一事故責任限額對運送物價值之比例補償

第一產物保險股份有限公司

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之，但實際損失與補償金額之合計超過該責任限額時，以該責任限額為限，被保險人怠於為前項義務其因而擴大之損失，本公司不負賠償責任。

第十九條：運送物發生損失而其責任可逕因於其他第三人者，被保險人如未經本公司同意，擅自免除或減輕該第三人之責任或私自決定損失賠償金額者，本公司不負賠償責任。

第二十條：運送物遇有毀損滅失時，倘被保險人經本公司之書面同意，已由對該項損失負賠償責任之第三人得到賠償，本公司僅對該項賠償未足之數額負責，但以保險金額為限。

第二十一條：被保險人於知悉發生損失時，應儘可能保留現場及被毀損運送物之原狀，並：

- 1.立即通知本公司，並儘速提供本公司所需之一切詳細資料。
- 2.對該項運送物之損失原因負舉證之責。
- 3.以書面向對於該項損失負有責任之第三人要求賠償，並將該索賠事件副本及有關資料送交本公司。

第二十二條：運送物遇有毀損滅失時，本公司得勘查現場估理損失，並採取適當處理。

第二十三條：本公司於支付賠償金後得就賠償金額之範圍內，對該項損失負有賠償責任之第三人行使代位求償權。

本公司行使前項權利時，被保險人應依本公司之要求協助本公司辦理，所需費用則由本公司負擔。

第二十四條：被保險人因發生本保險單承保範圍內之意外事故而受民事訴訟或受賠償請求時，本公司得以被保險人之名義代為抗辯或進行和解，其訴訟費用及必要開支由本公司給付之。

第二十五條：凡本公司依照本保險單之規定應負賠償責任時，被保險人或他人如對同一賠償責任訂有其他保險契約，本公司對該項賠償責任僅負比例分攤之責。

第二十六條：本公司與被保險人對於損失金額發生爭議時，得交付仲裁，仲裁時由雙方以書面選定仲裁人一人為之，如雙方不能同意同一仲裁人時，應以書面各選定仲裁人一人仲裁之，該二仲裁人應於仲裁開始前，預先以書面選定無利害關係之第三仲裁



# 第一產物保險股份有限公司

人一人，在該二仲裁人不能獲致協議時由第三仲裁人仲裁之，在未得判斷書前，被保險人不得向本公司主張賠償或提出任何權利要求訴訟。

前項仲裁人經一方選定後，得以書面催告他方於十五日內選定，他方不於期限內選定者，由一方選定之仲裁人仲裁之。

仲裁程序由仲裁人或第三仲裁人決定之。

被保險人如死亡並不影響仲裁人或第三仲裁人之職權，仲裁人或第三仲裁人如死亡或不能履行其任務時，應由原選定人另行選定他仲裁人為之。

第廿七條：被保險人之任何賠償請求經本公司書面拒絕後，尚在二十四個月內未訴諸仲裁或提出訴訟，則視為放棄該項賠償請求權。

## 第五章 法令之適用

第廿八條：本保險契約未規定之事項，悉依照保險法或有關法令之規定辦理。

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第一產物貨物運送人責任險保險批單

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

70.11.24 (70) 台財融第24185 號核准

「96 年8 月31 日依行政院金融監督管理委員會95 年9 月1 日金管保二字第09502522257 號令修正」

本保險單除基本條款第一章及第二章修改如後，其餘無變更。 [CL02](#)

## 第一章 承保範圍

第一條：本保險單承保被保險人所運送之貨物於正常運送途中因火災、爆炸及承載貨物之被保險車輛發生意外碰撞或翻覆致所運貨物之毀損滅失，依法應由被保險人負賠償責任，而受賠償請求時，本公司對被保險人負賠償之責。

第二條：本保險單遇有任何一次賠款時，本公司僅對超過自負額之部分負賠償責任。

理賠方式：確定賠償金額 - 自負額 = 應賠付金額。

( 惟最高不超過每次事故責任限額 )。

第三條：本保險單承保之毀損滅失責任，以受運送之貨物在本保險單約定之區域及有效期間內因意外事故所致之直接損失為限。

## 第二章 特約承保事項及不保事項範圍

第四條：託運物以合法財物為限，但本公司對下列財物之毀損滅失，除經特別約定載明者外，不負賠償責任：

- 1.金銀條塊、貴重金屬及其製品、珠寶、玉石首飾。
- 2.圖畫、雕像或其他藝術品。
- 3.貨幣、股票、債券、郵票、印花稅票、票據及其他有價證券。
- 4.各種文書證件、帳簿、債權憑證、或其他商業憑證、簿冊。



# 第一產物保險股份有限公司

5.爆炸物。

6.動物、植物。

7.蛋類。

第五條：本公司不負責賠償因下列原因所致之運送人賠償責任：

1.使用價值或市場價格之損失。

2.因運送遲延所致之損失。

3.託運人包裝不固致中途散失滲漏者。

4.包裝完好而其內容短少或不符，而無法證明係因意外事故所致者。

5.因貨物之特性致重量減輕、腐化、醱酵、長黴、生鏽、褪色、異味、自燃或遭蟲鼠咬損者。

6.貨物存放於倉庫、堆棧或其他建築物內之損失，但正常運輸途中必須之臨時儲存不在此限。

7.被保險人之故意或重大過失所致之損失。

8.被保險人或其受僱人於執行業務時，因違法行為、無照駕駛、越級駕駛或因酒類或藥劑影響所致之損失。

第一產物保險股份有限公司

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9.運送工具超載、超速、超高、超重所致之損失。

10.因颱風、地震、洪水、水濕及其他不可抗力因素，不論直接或間接所致之損失。

11.因敵人侵略、外敵行為、戰爭（不論宣戰與否）類似戰爭行為、叛亂、內戰強力霸佔或被征用、軍事訓練或演習，無論直接或間接所致之毀損滅失。

12.因罷工、暴動、民眾騷擾，無論直接或間接所致之毀損滅失。

13.因核子分裂、鎔解或輻射作用，無論直接或間接所致之毀損滅失。

14.因竊盜行為所致之損失。

15.裝卸貨物所致之損失。

16.因貨物與油類或其他貨物接觸污染所致之損失。 \_\_

第一產物貨物運送人責任險批單(框式附加吊桿升降機救濟車適用)特約條款

免費申訴電話：0800-288-068 備查文號：96.09.06 一產精字第960723 號

第一條 本保險單竊盜險之特別約定：

一. 承保車輛因路邊停放過夜或停放無人看管之儲存處所過夜所致之竊盜損失，本公司不負責賠償責任。

二. 本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，本公司不負責賠償責任。

第二條：理賠金額及方式：

一.竊盜部分損失：



# 第一產物保險股份有限公司

本公司之補償責任，依遭竊運送物之實際價值或該件遭竊運送物運費之四十倍計算，以兩者金額低者為本公司應補償之金額；且不得超過本保險單載明每一事故責任限額。

二. 非竊盜部分損失：

本公司之補償責任，依運送物之實際損失或被保險人對該運送物運費之責任計算，以兩者金額低者為本公司應補償之金額；且不得超過本保險單載明每一事故責任限額。

三. 如託運人與被保險人之運送契約約定被保險人之賠償責任者，若其約定之賠償責任低於本條第一項及第二項之規定者，本公司補償責任，依其約定之賠償責任為準；惟若其約定之賠償責任高於本條第一項及第二項之規定者，其約定對於本公司不生效力。

四. 被保險人或要保人於發現運送物遭竊後，應立即通知當地之警察機關，交驗損失清單，並取得警方之證明文件。

第三條 每一次事故自負額為損失金額的10%或每一受損車輛最低NT\$8,000 元取其高者。

本保險單批單條款第一章第五條增列：

17. 所承載之被救援之車輛因救濟車之責任發生損失時，無警察機關現場處理者。

理賠所需資料：

被救援車輛因本保單所承保範圍發生時，被保險人需提供出險之前後照片，供本公司比對之用。

## 第一產物協會輻射污染、化學、生物、生化或電磁武器除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960564號函備查

本條款具有最高之效力，凡本保險內與其抵觸之任何規定皆無效。

1. 本保險不承保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：

1.1 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。

1.2 任何核子設施、反應器或其他核子裝置或其核組件之輻射、毒素、爆炸或其他危害或污染物質。

1.3 任何使用原子或核子分裂，融合或其他類似反應，或輻射力或輻射物質之戰爭武器。

1.4 任何輻射物質之輻射、毒素、爆炸或其他危害或污染物質。除核子燃料之外，本項除外規定不適用於放射性同位素，當其作為預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似和平等用途時。

1.5 任何化學、生物、生物化學或電磁的武器。

注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物貨物運送人責任險附加整車失竊附加條款

免費申訴電話：0800-288-068 公開資訊網址<http://www.firstins.com.tw>

備查文號：96.08.10一產精字第960543號函備查

CL05

茲經通知並雙方同意，被保險人受託運送之貨物於正常運送途中，因運送貨車或曳引車整車失竊致受毀損或滅失，依法應由被保險人負賠償責任而受賠償請求時，

除保單另有約定者外，本公司對被保險人負賠償責任，但須受下列規定之約束：

一、部分貨物受損(竊盜除外)：

理賠金額以貨物之實際損失及被保險人對該貨物之責任為限，惟最高以不超過



# 第一產物保險股份有限公司

保單之規定之每次責任限額。

二、竊盜部分之損失：

理賠金額以被竊(盜)之貨物實際價值，並以被保險人對貨物之責任為限，惟賠償金額以不超過該件貨物運費之三十倍為原則，最高不得逾保單所訂每次責任限額。

三、如託運人與運送人訂有契約責任限額時，除依上述(一)或(二)項規定外，其契責任限額以不超過保單所訂之每次責任限額。

四、被保險人或要保人於發現貨物被竊後，應立即通知當地之警察機關，交驗損失清單，並取得警方證明文件。

餘無變更，特此加批。

## 第一產物恐怖主義除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960565號函備查

- 第一條、茲經雙方約定，對於直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致任何損失、費用支出或賠償責任，本公司不負賠償責任。
- 第二條、本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 第三條、本公司對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。
- 第四條、本公司就本附加之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

第五條、本附加條款有關之約定與基本條款、其他約定及簽批牴觸時，悉依本附加條款之約定為準，其他未約定事項仍依基本條款、其他約定及簽批辦理。

注意：本特約條款內容不得以任何方式更改或刪除。

## THE FIRST INSURANCE CO., LTD.

地址：台北市忠孝東路一段54號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

公開資訊網址：<http://www.firstins.com.tw>

備查文號：104.05.11 一產水字第1040357號函備查

## 第一產物貨物運送人責任險超載(超長、超寬、超高、超重)

### 附加條款

本附加條款擴大承保被保險人於運送貨物途中，因運送工具之超載(超長、超寬、超高、超重)，導致所運送貨物發生毀損滅失，依法應由被保險人負賠償責任，而受賠償請求時，本公司對被保險人負賠償之責。

被保險人如遇須載運”超長、超寬、超高、超重”之貨物時，須事先向監理單位申請臨時通行證，並符合臨時通行證之規定，否則本公司不負賠償之責。



# 第一產物保險股份有限公司

## 第一產物電腦系統年序轉換除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960580號函備查

茲特約定：

- 一、本公司對於直接或間接因電腦系統處理與年序或日期有關之資料發生錯亂，導致系統無法正常運作，包括運作結果錯誤，運作中斷或不能運作，不論該電腦系統是否為被保險人所有或為本保險契約之保險標的物，其所致電腦系統本體、電腦資料或任何其他財物全部或部份之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，或因而所產生之任何費用或成本，不論損失發生或發現日，以及請求賠償日是在本保險契約生效日之前或之後，本公司概不負賠償責任。
- 二、本附加條款所稱電腦系統，包括但不限於電腦軟、硬體設備及其週邊設備、資料處理設備、資料儲存體或任何裝置有電子微晶片、積體電路或其他電子零組件之各種具有類似功能的機具、儀器或設備，諸如研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動存提款、跨行連線提款轉帳計息、保管箱、金庫設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備等。

## 第一產物電腦駭客病毒除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960581號函備查

茲約定：

本保險單契約所承保之「財物損失」，係指保險標的物之「實質損失」。

本保險契約之承保範圍不包括下列各項損失：

- 一、資料、軟體或電腦程式之毀損滅失，或任何因原始資料或軟體之刪除、變質或失真所致資料、軟體或電腦程式之劣化，以及因而導致營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致資料、軟體或電腦程式之毀損滅失，不在此限。
- 二、因資料、軟體或電腦程式之功能、可用度、使用範圍或存取能力受損所產生之毀損滅失，以及因而導致之營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致之資料、軟體或電腦程式功能、可用度、使用範圍或存取能力之損害，不在此限。

注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物CONCEALED DAMAGE CLAUSE (XXX DAYS)

免費申訴電話：0800-288-068 備查文號：97.07.10 一產水字第970714 號函備查

### CONCEALED DAMAGE CLAUSE (XXX DAYS)

In consideration of concealed damage which may be occurred during the voyage covered hereunder, this policy is extended to cover losses arising from perils insured against while in transit, which are not ascertained until the opening of package by the assured; provided such opening of package shall be completed within XXX days after arrival at the assured's warehouse 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 contained herein, however, shall be construed to extend the coverage elsewhere provided herein.

Packages showing external evidence of damage are to be opened immediately upon arrival.

All other terms and conditions remain unchanged.

## 第一產物MACHINERY CLAUSE



# 第一產物保險股份有限公司

免費申訴電話：0800-288-068 備查文號：97.09.19 一產水字第970941號函備查

## MACHINERY CLAUSE

On shipments of machinery or other manufactured products, consisting when complete for sale or use of several parts, the liability of the Insurer is limited to the insured value of the part or parts lost or damaged, or at the Assured's option, the cost and expense of replacing, duplicating, assembling and repairing the lost or damaged part or parts (including forwarding charges via vessel and/or air) and labor and installation charges necessary or restore the damaged machine or product to its condition at time of shipment.

## 第一產物Several Liability Notice

(適用於運輸險、漁船險、船體險)

免費申訴電話：0800-288-068 備查文號：97.06.01 一產水字第970501號函備查

## Several Liability Notice

The subscribing insurers' 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 are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## THE FIRST INSURANCE CO., LTD.

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：97.09.19 一產水字第 970942 號函備查

## SHIPPERS' INTEREST INSURANCE CLAUSE

Voyage covered :

This insurance attaches from the time each shipment leaves the insured's factory or warehouse and continues during the ordinary course of inland transit, including 7 days of storage at the port warehouse awaiting to be loaded on board an overseas vessel, and terminates.

(A) Until the said shipment leaves the warehouse at any port of Taiwan, provided that the trade term is on CIF or C&I basis, or

(B) Upon the said shipment being safely loaded on board an overseas vessel at any port of Taiwan, provided that the trade term is on FOB or C&F basis.

All risks clauses :

This insurance is against all risks of loss or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss as provided in exclusions below.

Exclusions :

This insurance does not cover :

(A) Loss of use or loss of market.

(B) Loss or damage caused by or resulting from delay or inherent vice or nature of the subject-matter insured.

(C) Loss or damage resulting from inadequate packing or improper preparation for shipments.

(D) Loss due to unexplained or mysterious disappearance.

(E) Loss of weight, rotted, soured, rusted, discoloured, changed in flavor, inset or spontaneous combustion due to the nature of property insured.

(F) Loss or damage to the shipment while stored in any warehouse or other buildings but excluding temporary storage, if

necessary in ordinary course of transit.

(G) Loss or damage caused by or resulting from willful act or gross negligence of the insured.



# 第一產物保險股份有限公司

(H) Loss or damage caused by or resulting from the insured's or his employee's unlawful act, driving without license or driving under the influence of drugs or alcohol.

(I) Loss or damage caused by or resulting from over-loading, loading in violation of regulations or over-speed of carrying facilities.

(J) Loss or damage caused by or resulting from invasion of enemy, war (whether declared or not), warlike operation, rebellion, civil war, forceful occupation, requisition or pre-emption, military exercise or training, whether such loss be direct or indirect.

(K) Loss or damage directly or indirectly caused by or resulting from strikes, riots, civil commotions and any terrorist or any person acting from a political motive.

(L) Loss or damages caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, whether such loss be direct or indirect.

## 第一產物貨物運輸保險UNATTENDED VEHICLE CLAUSE 附加條款

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970203 號函備查

### UNATTENDED VEHICLE CLAUSE

The underwriters shall not be liable for any loss of or damage to the insured goods while the vehicle is left unattended unless all the windows doors, luggage compartments or boot roofs and windscreens are completely closed and securely locked but notwithstanding the aforesaid, this clause shall not in any event be operative if the insured goods are left in the vehicle(s) for the purpose of overnight storage provided the carrying vehicle(s) is securely locked and parking into guarded parking area

## 第一產物50/50 附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961058 號函備查

### 50/50 Clause

Upon arrival at the Contract site all Insured property supplied intended to be part of the contract, which is packed or crated should be visually inspected for signs of possible damage. If any sign of damage is visible the items are to be unpacked immediately and further inspected and reported to Marine Cargo Insurers. Such a loss or damage discovered is excluded by this policy.

Where no sign of loss or damage to the packing exists any damage to the goods which subsequently becomes evident upon their unpacking within the period allowed will be ascribed to the Marine cover or the Contract Works cover according to whether it is clear that it was caused before or after arrival of the property at the Contract Site. If it is not possible to establish whether the damage was caused before or after arrival of the goods at the Contract Site it is agreed that settlement will be made on a 50%/50% basis between the Marine Cover



# 第一產物保險股份有限公司

and Contract Works Cover.

MARINE / NON-MARINE LOSS SHARING CALUSE 50% - %50%

The insured hereby undertakes to inspect each item of the subject matter insured upon arrival at the final destination for possible damage sustained during transit.

Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the final destination, it is hereby agreed that the cost of such damage shall be equally between the Marine Insurer and the Non-Marine Insurer.

In the event of a loss being paid under this provisions herein whereby 50% of the loss is to be paid by Marine Insurers hereunder and 50% by the Non-Marine insurer. Insurers agree that 50% of the applicable marine policy deductible shall apply to the proportion payable by Marine policy Insurers.

## 第一產物貨物運輸保險七日附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961062 號函備查

SEVEN (7) DAYS CLAUSE

It is a condition of this insurance that no claim will be accepted unless notice of loss and/or damage be given to the Company or its agent within seven (7) days of the date of arrival of the carrier at the destination port described in the policy, provided that in the event of delay in effecting delivery valid reason for same is given to the Company or its agent within the seven (7) days period with an additional premium paid if required

## 第一產物二手機器重置附加條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960653 號函備查

### Secondhand Machinery Replacement Clause

In the event of loss 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 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 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 the complete machine.

## 第一產物小額賠款附加條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960654 號函備查

### SMALL CLAIMS CLAUSE

In order to simplify the claim process, the Assured can file a claim against the Insurer in respect of the loss the claim amount of which is not exceeding NT\$ (or the equivalent) provided that the Assured should notify the Insurer immediately upon discovering the loss in writing or by fax or telephone, and provide the following documents.

1. Statement of Claim
2. Notice of Loss to the carriers
3. Original B/L



# 第一產物保險股份有限公司

4. Packing List
5. Commercial Invoice
6. Loss supporting documents (varied according to the methods of transportation)
  - a. Damage Report issued by the carriers, customs or warehouse company
  - b. EIR (Equipment Interchange Receipt) issued by the container yard
  - c. Non-delivery Certificate issued by the carriers or air-carriers
  - d. Remarketed Delivery order issued by inland carriers
7. Photos (or warehousing documents)

Note: The Notice of Loss should be sent to the carriers by fax or mail within 3 days of taking delivery of insured cargoes.

## 第一產物貨物運輸保險不明原因遺失附加條款

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970204 號函備查

### MYSTERIOUS DISAPPEARANCE CLAUSE

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.

## 第一產物切割附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961059 號函備查

### CUTTING CLAUSE

In the event of damage or breakage caused by an insured peril it is agreed that the damaged, broken length or portion shall be cut off, the remaining length or portion be considered as sound and the Company shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off. In addition, the Company shall be liable for the cost of cutting

## 第一產物貨物運輸保險包裝附加條款

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970205 號函備查

### PACKING CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that where packing or preparation is undertaken by the Assured or their sub-contractors, 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.

## 第一產物貨物運輸保險尼泊爾內陸運輸附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第960566號函備查

SUBJECT TO SPECIAL TRANSIT CLAUSE



# 第一產物保險股份有限公司

IN CASE OF LOSSES OF THEFT, PILFERAGE, NON-DELIVERY AND SHORTAGE CAUSED DURING INLAND TRANSPORTATION (FROM THE TIME THE GOODS ARE DISCHARGED AT PORT FROM THE OVERSEAS VESSEL TO FINAL DESTINATION IN NEPAL), THIS INSURANCE IS EFFECTIVE ONLY WHEN THE ROAD CARRIERS ACCEPT THEIR LIABILITIES, AND THE AMOUNT RECOVERABLE UNDER THIS INSURANCE SHALL BE THE DIFFERENCE BETWEEN THE INSURED AMOUNT AND THE CIF VALUE

## THE FIRST INSURANCE CO., LTD.

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：96.11.15 一產水字第 961063 號函備查

### 第一產物貨物運輸保險甲板上運送附加條款

On Deck shipment clause

Notwithstanding anything contained herein to the contrary, it is specially understood and agree that in the event

of the interest hereby insured or any part thereof being carried on deck, whether by the exercise of liberty granted

to shipowners or charters under the contract of affreightment or not, the conditions on such deckload shall be subject to Institute Cargo Clauses (C), including the risks of Jettison & Washing Overboard, as from the commencement of this insurance.

### 第一產物貨物運輸保險共保附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960544 號函備查

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

It is hereby understood and agree 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 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 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, The FIRST INSURANCE COMPANY, LIMITED, 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, of this Policy has been signed for and on behalf of signed of THE FIRST INSURANCE COMPANY, LIMITED.

#### Co-Insurance Clause

(applicable in case of Co-insurance)

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



# 第一產物保險股份有限公司

Co-Insurance Clause  
Notwithstanding

## 第一產物貨物運輸保險衣索比亞(奈及利亞)特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960567號函備查

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE AVERAGE AGENTS IN ETHIOPIA (NIGERIA) ARE NOT PERSONALLY RESPONSIBLE FOR PAYMENT OF ANY CLAIM FOR LOSS OR DAMAGE ARISING UNDER THIS POLICY AND HAVE NO AUTHORITY TO REPRESENT THE ASSURERS IN ANY LEGAL PROCEEDINGS

## 第一產物貨物運輸保險冷凍貨物除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960568號函備查

EXCLUDING LOSS OF OR DAMAGE TO THE SUBJECT-MATTER INSURED RESULTING FROM ANY VARIATION IN TEMPERATURE UNLESS IT IS ATTRIBUTABLE TO BREAKDOWN OF REFRIGERATING MACHINERY RESULTING IN ITS STOPPAGE FOR A PERIOD OF NO LESS THAN 24 CONSECUTIVE HOURS.

## 第一產物貨物運輸保險冷藏貨物附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960569號函備查

### REFRIGERATED CARGO CLAUSES (OR REFRIGERATING/COOLING CONTAINER)

Whilst stowed in refrigeration Chambers of 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 and/or refrigerating plant and/or insulation for a period of at least Twenty-four(24) 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 commencement of the risk.

That no claim for loss and/or damage shall attach unless, immediately on the first discovery of any loss and/or damage to or deterioration of any part of the interest hereby insured, notice be given to the Agents of this Company and arrangement made for survey and the amount of the depreciation agreed, to prior to the removal of the interest. Where this Company has no Agents at or near where the loss occurs.

Loss must be reported to Lloyd's Agents, and their certificate must accompany proofs of loss presented to this Company or its Settling Agents.

That claim shall be immediately filed in writing filed in writing against the carrier, a copy of which must accompany any claim presented under this insurance.

That the value to be made good in the case of 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 value whichever may be the smaller.

That no adjustment charges shall be incurred unless with the writing consent of this Company or its Agents who shall not be liable for survey fees other than those own surveyor.

### REFRIGERATE

## **THE FIRST INSURANCE CO., LTD.**

地址：台北市忠孝東路一段54 號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

公開資訊網址：<http://www.firstins.com.tw>

備查文號：96.08.10 一產精字第960569 號函備查

## 第一產物 Refrigerated Cargo Clause

Whilst stowed in refrigeration Chambers of 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 and/or refrigerating plant and/or insulation

for a period of at least Twenty-four(24) 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 commencement of the risk.



# 第一產物保險股份有限公司

That no claim for loss and/or damage shall attach unless, immediately on the first discovery of any loss and/or damage to or deterioration of any part of the interest hereby insured, notice be given to the Agents of this Company and arrangement made for survey and the amount of the depreciation agreed, to prior to the removal of the interest. Where this Company has no Agents at or near where the loss occurs. Loss must be reported to Lloyd's Agents, and their certificate must accompany proofs of loss presented to this Company or its Settling Agents. That claim shall be immediately filed in writing against the carrier, a copy of which must accompany any claim presented under this insurance. That the value to be made good in the case of 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 value whichever may be the smaller. That no adjustment charges shall be incurred unless with the writing consent of this Company or its Agents who shall not be liable for survey fees other than those own surveyor.

## 第一產物貨物運輸保險利潤佣金制附加條款

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970202 號函備查

### PROFIT COMMISSION CLAUSE

It is agreed that Underwriters shall allow a profit commission xx% on the actual profit achieved for the policy year commencing mm/dd/yy. Such Profit Commission shall be calculated in accordance with the following formula, but not before xx months after the expiry of the period to which this Profit Commission is applicable.

#### CREDIT

xx% of the Gross premiums (after deductions of any returns) received by Underwriters within xx months after the expiry of the applicable policy year

#### DEBIT

Claims paid (after any refunds), and expenses incurred, less salvages and recoveries received

1. Outstanding losses advised (Underwriters' estimates where applicable)
2. 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 xx 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.



# 第一產物保險股份有限公司

第一產物貨物運輸保險協會兵險註銷附加條款(貨物)

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960545號函備查

## Institute war cancellation clauses (cargo)

The including in this contract of cover against war risks (to defined in Clause No.1 of the Institute War Clause) may be cancelled by either the Underwriters or The Assured expect in respect of any insurances against the said risks which shall attached in accordance with the cover granted in the Institute War Clause before the cancellation becomes effective. Such cancellation shall however only become effective on the expiration of 48 hours from midnight of the day on which notice of the cancellation is insured by or to Underwriters.

### INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

1/12/82

The cover against war risks (as defined in the relevant Institute War Clause) 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 insured by or to the Underwriters.

第一產物貨物運輸保險協會船級附加條款

免費申訴電話：**0800-288-068** 備查文號：**96.08.31** 一產精字第 **960661** 號函備查

## INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

### 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 carriers 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 don 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



# 第一產物保險股份有限公司

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.

### 第一產物貨物運輸保險協會電腦駭客攻擊除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960570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 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 strife 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.

第一產物貨物運輸保險協會輻射污染、化學、生物、生化或電磁武器除外附加條款  
免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960571 號函備查

10/11/2003

#### Institute Radioactive Contamination, Chemical, Biological, Bio- Chemical And Electromagnetic Weapons Exclusion Clause

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

CL 370

第一產物貨物運輸保險延伸附加條款



# 第一產物保險股份有限公司

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960546 號函備查

## EXTENDED COVER CLAUSE

Subject to the provisions of institute cargo clauses as per back hereof this insurance shall remain in force during

- (1) deviation, delay beyond the control of the assured, forced discharge, reshipment
- (2) and transshipment any other variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, 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.

## 第一產物延遲開箱附加條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960663 號函備查

### Deferred Unpacking Clause – XXX days

It is mutually agreed that the Company shall 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 XXX 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 premises.

Warranted after arrival of the insured cargo in the final destination or premises as named herein if externally 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 minimising loss, otherwise the insured cargo shall be considered as in good condition.

### Deferred Unpacking Clause – XXX days

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 as named in the policy 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 xxx days after arrival of the cargo at 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 premises.

Warranted that upon arrival of the insured cargo at the final destination or premises as named herein 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..

## 第一產物空運重置附加條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960664 號函備查

### Airfreight Replacement Clause

It is specially understood and agreed that charges for forwarding part or parts for replacement or repair provided for institute replacement clause attached hereto shall include those for forwarding by air.

### Replacement By Air

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 will pay the extra costs to be involved, notwithstanding that the original consignment was not dispatched by Air.

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



# 第一產物保險股份有限公司

## 第一產物貨物運輸保險雨水淡水附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960547號函備查

### Fresh water clause

To cover loss or damage directly caused by rain and/or fresh water, but not claim to attach hereto unless packages show external signs of such damage to contents, and notice of loss is given immediately upon the expiry of this policy.

Warranted that no claim shall be paid under this policy unless supported by a survey seaport insured by a surveyor appointed or approved by the Company's against at destination.

## 第一產物保管、監管、與控制特約條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961061 號函備查

### Care, Custody and Control clause

This insurance extends to cover lawful property of others, excluding fixed assets, which falls within the scope of the goods insured, while 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 inure, directly or indirectly, to the benefit of any carrier or bailee.

## 第一產物代位求償/放棄特約條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961060 號函備查

### Subrogation/Waiver Clause

A. It is agreed that upon payment of any loss, the 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 Insured in the normal course of their business prior to loss hereunder shall not alter this insurance or the right of the 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 Insured through ownership or management is waived.,

B. In the event of any payment under this Policy, the Assurers shall be subrogated to the extent of such payment to all the Assured' s rights of recovery therefore. The Assured shall execute all papers required and shall do anything that may be necessary to secure such right. The Assurers will act in concert with all other interests concerned, i.e., the Assured and any other company(ies) participating in the payment of any loss as primary or excess 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,



# 第一產物保險股份有限公司

the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

## 第一產物貨物運輸保險保證新品附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960572號函備查

WARRANTED: THE SUBJECT-MATTER INSURED IS BRAND-NEW.

## 第一產物貨物運輸保險重要事項特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960548號函備查

### IMPORT

#### PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LAIBLE

#### 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 Carries, 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 seals broken or missing or with seals other than as stated in the shipping documents, to clauses 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 Carries 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. Original Policy or certificate of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight noted.
3. Original or certified copy of bill of loading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight noted at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their Liability for the loss or damage.

In the event of loss or damage which may involve a claim under their insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and Survey Report obtained from this Company's Offices 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

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

## 第一產物貨物運輸保險重置附加條款(適用機器)

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960549號函備查

### INSTITUTE REPLACEMENT CLAUSE(apply to machinery)

In the event of loss 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 to 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 the complete machine.



# 第一產物保險股份有限公司

## 第一產物貨物運輸保險限制船齡附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960550號函備查

WARRANTED THE CARRYING VESSEL SHALL NOT BE OVER xx  
YEARS OF AGE NEITHER FOR BREAKING UP/LAST VOYAGE.

## 第一產物限額累積特約條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960665 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 form circumstances beyond the control of the Assured.

### Accumulation Clause(Double)

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.

### Accumulation Clause(Double)

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 or conveyance, the policy shall hold covered such accumulation of interest and the Insurer shall be liable for the full amount at risk, but in no event to exceed Twice of said policy limit, provided notice will be given to the Insurers as soon as known to the assured.

## 第一產物貨物運輸保險恐怖主義行為運送終止附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960573 號函備查

### Cargo 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 .

## 第一產物貨物運輸保險海上進口貨物運輸保險費延緩交付特約條款(丁式)

免費申訴電話：0800-288-068 備查文號：96.09.06 一產精字第960724 號

一. 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附載貨物預定開航或實際開航之日起至遲三十日付清，但如無法提供上項開航日期者，則自簽訂保險契約之日起至遲三十日內收清，並先行簽交保險費。

二.倘要保人或被保險人未能在前項約定延緩期間內附清保險費，或所交付票據未能於



# 第一產物保險股份有限公司

延緩期間內兌現時，本公司除追收保險費外，並通報同業，如要保人或被保險人要保其他海上貨物運輸保險時，須俟該項欠費付清後始可承保。

三. 本特約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。

## 第一產物貨物運輸保險海關申報特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960574號函備查

WARRANTED: THE SUBJECT-MATTER INSURED OUGHT TO BE DECLARED  
TO THE CUSTOMS FORMALLY .

## 第一產物貨物運輸保險航空附加條款(適用 C 條款)

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960551 號函備查

### AIR CLAUSES (適用 C 條款)

THIS INSURANCE COMMENCES FROM THE TIME THE RECEIPT OF THE AVIATION COMPANY IS ISSUED, AND INCLUDES FIRE RISK IN THEIR PREMISES AND RISK OF LOSS OR DAMAGE OCCASIONED BY FIRE COLLISION OR CRASH WHILST BEING CONVEYED BY AEROPLANE.

EXCLUDING RISK OF BREAKAGE UNLESS OCCASIONED BY ACCIDENT AS ABOVE.

RISK TO CEASE ON DELIVERY OF THE GOODS, BY THE AVIATION COMPANY BUT IN ANY CASE NOT LATER THAN FORTY EIGHT HOURS AFTER ARRIVAL AT DESTINATION.

EXCLUDING ANY LOSS OR DAMAGE ARISING FROM DELAY OR INHERENT VICES.

## 第一產物貨物運輸保險退運附加條款

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970206 號函備查

### RETURNED SHIPMENT CLAUSE

EXTEND TO COVER RETURN CARGO AT THE SAME TERMS AND CONDITIONS OF THIS COVER ON RESIDUAL VALUE BASIS, BUT EXCLUDING LOSS OR DAMAGE RESULTING FROM REJECTING REASONS.

## 第一產物貨物運輸保險偷竊及未送達附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960552 號函備查

### INSTITUTE THEFT PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE 16/7/28

It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage, irrespective of percentage. No liability for loss to attach hereto unless of notice of survey has been given to Underwrite' Agents within 10 days of the expiry of risk under the policy.

It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package for which the liability of the Shipowner or other Carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods. Underwriters to be entitled to any amount recovered from the Carriers or

Others 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 by theft or pilferage, negligence non-delivery (if covered by this insurance) claim must be immediately filed in writing against the vessel or other carrier and a copy thereof and the reply thereto must accompany any claim presented under the Policy.

### INSTITUTE THEFT PILFERAGE AND NON-DELIVERY CLAUSE 1/12/82

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.

## 第一產物貨物運輸保險商標附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960553 號函備查

### Label Clause (applying to labelled goods)

第 75 頁，共 328 頁



# 第一產物保險股份有限公司

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. provided the damage will have amounted to a claim under the terms of policy.

## Label Clause

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.

## 第一產物貨物運輸保險國際船舶安全管理章程批註條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第960666號函備查

### CARGO ISM ENDORSEMENT

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipment on board:

- 1) passenger vessel transporting more than 12 passengers 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 shipments 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 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 courses 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 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.

## 第一產物貨物運輸保險貨車不得無人看管特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第960575號函備查

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS WARRANTED THAT THE VEHICLE SHALL NOT BE LEFT UNATTENDED AT ALL TIMES

## 第一產物貨物運輸保險貨到提貨特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第960576號函備查

WARRANTY: THE POLICY SHOULD BE TERMINATED ON THE EXPIRY OF xx DAYS AFTER ARRIVAL OF THE GOODS AT XXXX

## 第一產物貨物運輸保險貨到無損失特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第960577號函備查



# 第一產物保險股份有限公司

WARRANTED THE LOSS OCCURRED BEFORE MM/DD/YY IS NOT COVERED ON THE  
POLICY

第一產物貨物協會兵險附加條款(適用包裹快遞)

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960671 號函備查 11/3/80 INSTIT

## FOR THE INSURANCE OF SENDINGS BY POST

This insurance covers 1.1. the risks excluded from the standard from of English Policy by the clause "warranted free of capture, seizure, 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; and from the consequences of any hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air force, or any other power. Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or the interest insured caused by 1.2.1. hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or the interest insured caused by 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, and average and salvage charges payable accordance to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

This insurance excludes 2.1. any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrest restraints or detentions of the vessel or by the action of Peoples Usurpers or persons attempting to usurp power 2.2. loss damage or expense arising from any hostile use of any weapon of war or any other weapon or and/or fusion or other like reaction or radio-active force or matter 2.3. loss or damage covered by the Standard From of English Marine Policy Clause (as quoted in 1.1 above) insured therein. 2.4. loss or damage proximately caused by delay inherent vice or loss of market, or any claim for interest, 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 attaches only as the interest insured and as to any part of the interest insured at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the goods are in the packers' premises. Until the interest and as to any part as that part is delivered to the address on the postal packages(s) when this insurance is contained in this contract which is inconsistent with clauses 2.1, 2.2, or 4 shall, to the extent of such inconsistency, be null and void.

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

CL217. sold by Witherby & Co., Ltd., London

第一產物貨物協會罷工暴動民眾騷擾附加條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960662 號函備查 1/1/63

Institute Strikes Riots and Civil Commotions Clauses



# 第一產物保險股份有限公司

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 ; (ii) 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 ; (iii) 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 overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur. 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. 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 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.
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 overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur, 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 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 that 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 dependant upon compliance with this obligation.

## 第一產物貨物運輸保險惡意損害附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960555 號函備查

### Malicious Damage Clause

In consideration of an additional premium. It is hereby agreed that Clause 4.7 of the Institute Cargo Clauses 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.



# 第一產物保險股份有限公司

## 第一產物貨物運輸保險散裝化學品特約條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960667 號函備查

### SPECIAL CLAUSE FOR CHEMICAL IN BULK (IOP)

Including the risks of explosion irrespective of percentage.

To pay shortage irrespective of percentage. Above shortage shall be deemed not to contain the quantity which is used for slopping.

Warranted that no transhipment is allowed.

This insurance does not cover any loss or damage due to contamination unless otherwise specified.

Notwithstanding anything contained in the Transit Clause of the Institute Cargo Clauses to the contrary, it is understood and agreed that this insurance attaches from the time the goods have passed the coupling of the pipe of shore tank at the port of shipment and continues thereafter as stipulated in the said clause, until the goods are discharged into the consignee's or other shore tank at the port of destination named in the policy.

This insurance absolutely excludes any loss or damage while stored in shore tank.

### 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 analyzed, 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 surveys and analysis be given by Lloyd's or other Authorised Surveyor.

### Requirements for survey after arrival at port of discharge

Warranted that;

- 1) Our Authorised 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 or 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 surveys be given by our Authorised Surveyor.

## 第一產物貨物運輸保險散裝鋼品特約條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960668 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 xx years.  
Additional premiums are required of the carrying vessel between the ages of xx and xx in accordance with the current "Marine Cargo Overage Surcharge Scale for Shipments by Vessel Held Covered"
- 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 Clause(C) and must be proved by ocean carrier's certified damage report.

### Special Warranty for Steel Cargo in bulk

It is hereby warranted that

1. Surveys at the port 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 XX 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 Vessels Held



# 第一產物保險股份有限公司

Covered”

3. In no case shall the carrying vessel be employed for the last voyage and/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, discolouration and/or contact with other materials.



# 第一產物保險股份有限公司

## Special Warranty for Steel Cargo in Bulk

It is hereby warranted that

1. Surveys in respect of weight and number of pieces of the insured cargo shall be conducted at the ports of loading and discharge by Lloyd's surveyors or others approved by the underwriters. Such survey fees shall be at the expense of the insured.
2. The age of the carrying vessel shall not exceed XX years.  
Additional premiums are required for the carrying vessel between the age of 11 and 20 subject to the current marine cargo overage surcharge scale for shipments by vessels held covered" issued by Taipei Insurance Association.
3. In no case shall the carrying vessel be employed for the last voyage and/or for break-up
4. This company shall not be liable for any claim for shortage of pieces or loss in weight unless the number of pieces and total quantity both simultaneously sustain shortage.
5. This insurance does not cover loss, damage, expense or liability resulting from rust, oxidation, discolouration unless due to external causes.

## 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 xx 年；船齡在 xx 至 xx 年以內者，依「承保貨物海上保險逾齡船加費表」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。

## 第一產物殘餘物清除附加條款

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960669 號函備查

### Debris Removal Clause

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 up to the limit of each claim under this policy.

### 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 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 xx % 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.

### 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 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 but be limited to a further xx % of the insured value of the goods lost or damaged.

## 第一產物殘餘物處置特約條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961064 號函備查

POSSESSION AND CONTROL



# 第一產物保險股份有限公司

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 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.

## 第一產物貨物運輸保險短少責任限額特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960578號函備查

WARRANTED THAT THIS INSURANCE IS ABSOLUTELY FREE FROM ANY LIABILITY FOR LOSS OF SHORTAGE OVER XX% OF THE WHOLE SHIPMENT.

## 第一產物買方利益附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961065 號函備查

### Buyer' s Interest Clause

If required this policy extends to cover Buyer' s Interest. Claims in respect of loss of or damage to the goods shall be payable hereunder in the event that the seller fails to provide coverage as required under the sale/purchase contract and/or if the Seller' s policy fails to pay for such lost or damaged goods as covered under the terms and conditions of their Insurance Policy or Certificates.

Underwriters to be subrogated to the Assured' s rights against Seller as well as other. The assignment of this Policy or of any interest of claim hereunder is prohibited.

The Assured undertakes to prosecute his claim against the Seller or under such policies as if this insurance was not in existence and the fact that the goods are already insured shall not be deemed to be double insurance.

Warranted that the existence of this cover remain undisclosed.

Shipments declared under this Clause to be subject to a rate equivalent to one-quarter of that applicable to similar shipments declared on a " primary" basis.

## 第一產物買方/賣方或有利益附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961067 號函備查

### Buyer' s /Seller' s Contingency Clause

Interest sold by the Assured without benefit of insurance under this Policy is covered to the



# 第一產物保險股份有限公司

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. The Insured is free from any liability caused by any other party/ies are unintentional and/or inadvertent omission or error to fulfill the responsibility of insurance.
4. 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.
5. It is a condition of this clause that evidence of the terms and conditions of the contract of sale shall be submitted in substantiation of any claim made hereunder.
6. 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.
7. All rights and benefits against any other party/ies or person/s are to be subrogated to the Company.

## SELLER' S / BUYER' S CONTINGENT INTEREST CLAUSE

The goods described in the policy are issued against the risks as specified, but this insurance covers Seller / Buyer' s Interest only.



# 第一產物保險股份有限公司

Claims are in respect of loss of or damage to the goods shall be payable hereunder only if and to the extent that the buyer / seller fails to pay for such loss or damaged goods.

Underwriters be subrogated to the Assured' s rights against the buyer / seller as well as other parties.

The assignment of the policy or of any interest or claim hereunder shall discharge the underwriters from all liability whatsoever.

This insurance is not to be divulged to the buyer / seller. Warranted this insurance is not to be deemed a double insurance.

This insurance shall apply in the event that the buyer / seller through negligence or otherwise has failed to effect insurance, but nevertheless protection hereunder covers for the Seller / Buyer' s Interest only, and in no circumstances shall be for the benefit of the buyer / seller.

Excluding insolvency and financial default absolutely.

第一產物貿易條件(FOB)附註附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961068 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 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.

This insurance includes any lighter age, 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.



# 第一產物保險股份有限公司

第一產物貨物運輸保險郵包附加條款(適用 C 條款)

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960556 號函備查

## PARCEL POST CLAUSES

WARRANTED FREE FROM CLAIM FOR LOSS OR DAMAGE PROVED TO BE DUE TO INCORRECT AND/OR AMBIGUOUS AND/OR INSUFFICIENT DESCRIPTIONS OF THE ADDRESS ON THE PACKAGE AND ALSO FOR LOSS OR DAMAGE RESULTING FROM ANY DISPOSAL BY THE POSTAL AUTHORITIES BY REASON OF THE INTEREST HAVING BECOME UNDELIVERABLE TO, OR HAVING BEEN UNACCEPTED BY THE ADDRESSEE.

### 第一產物損失理算特約條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961069 號函備查

Adjusted Claim Clause – xx Days

Loss, if any, payable as provided herein, within xx days after filing all proof-of-loss required by

Assurer for adjusted claims.

第一產物貨物運輸保險新品及裝載貨櫃限制附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960557 號函備查

WARRANTED: BRAND NEW AND SHIPPED UNDER DECK UNLESS OTHERWISE SPECIFIED OR CONTAINERIZED SHIPMENT, CARGO CARRIED IN REFRIGERATED, OPEN-TOP OR FLATRACK CONTAINER SHOULD BE OTHERWISE SPECIFIED

### 第一產物裝運前公證特約條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961070 號函備查

Survey Warranty Clause

Identified subject-matter insured are subject to pre-shipment survey by Insurer and/or approved surveyor of all packing and preparation for transit.

Identified subject-matter insured are also subject to prior approval by Insurer and/or approved surveyor of all proposed load/stowage/discharge and procedures for carriage to site. All recommendations made to be fully complied with.

第一產物貨物運輸保險電腦千禧年除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第960579號函備查

## COMPUTER MILLENNIUM CLAUSE ( CARGO )

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 of operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

- 1.the date change of the year 2000 or any other date change and/or
- 2.any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.



# 第一產物保險股份有限公司

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

13 August 1998 JC 98/024

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 of operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (1) the date change of the year 2000 or any other date change and/or (2) any change or modification of or to any such computer, computer system, computer software, program 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
  - 1) fire or explosion
  - 2) vessel or craft being stranded grounded sunk or capsized
  - 3) overturning or derailment of land conveyance
  - 4) collision or contact of vessel craft aircraft or conveyance with any external object other than water
  - 5) total loss of aircraft in flight
  - 6) discharge of cargo at a port of distress
  - 7) total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel craft or aircraft
  - 8) General average sacrifice
  - 9) Jettison or washing overboard
  - 10) 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.

### 第一產物貨物運輸保險電腦軟體特約條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960554號函備查

INSTEAD OF THE VALUE ON THE PROFORMA INVOICE THE UNDERWRITER WILL ONLY COMPENSATE FOR THE EXPENSES INCURRED BY THE CLAIMANT FOR THE REASONABLE RECOPY EXPENSE. SPECIAL CLAUSE FOR COMPUTER SOFTWARE IN THE EVENT OF LOSS OF OR DAMAGE TO THE SUBJECT MATTER INSURED WHICH COMPRISES OF COMPUTER HARDWARE AND SOFTWARE, SUBJECT TO THE LOSSES BEING CAUSED BY INSURED PERILS, THE SUM PAYABLE SHALL BE LIMITED TO THE LOSS OF THE HARDWARE AND THE RELEVANT COSTS OF RECOPYING THE SOFTWARE. IT IS FURTHER UNDERSTOOD AND AGREED THAT NO MATTER WHAT THE INSURED AMOUNT WILL BE, IN NO CASE SHALL THE LIABILITY OF THE INSURER ARISING FROM THE AFORESAID SHALL EXCEED DOLLARS PER UNIT.

### 第一產物貨物運輸保險漁獲物保險條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960558號函備查

COVERING TOTAL LOSS OF CATCH FOLLOWING TOTAL LOSS OF VESSEL ONLY, BUT INCLUDING SALVAGE CHARGES, SUE AND LABOUR AND GENERAL AVERAGE. DEDUCTIBLE XX% OF THE AMOUNT OF EACH CLAIM, AND THE AFOREMENTIONED DEDUCTIBLE IS APPLIED TO ALL CLAIMS INCLUDING INSTITUTE WAR, ATOMIC AND NUCLEAR EXCLUSION (CARGO REINSURANCE) CLAUSE. SUBJECT TO 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 GUAY, 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. 2. WARRANTED THAT RADIO OR SSB ADVICE TO BE GIVEN TO VESSEL'S OWNERS ON A REGULAR BASIS (EVERY XX DAYS) AND TO STATE DATE, TYPES OF CATCH AND POSITION OF VESSEL, ALL OF THAT SHOULD BE



# 第一產物保險股份有限公司

LOGGED IN THE BOOKS OF THE VESSEL'S OWNERS AVAILABLE AT ANY TIME FOR UNDERWRITER'S EXAMINATION IF REQUIRED.

3. THIS INSURANCE WILL BE CANCELLED AT THE UNDERWRITER'S OPTION SUBJECT TO XX DAYS CANCELLATION CLAUSE.

## 第一產物貨物運輸保險碼頭公證附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第960559號函備查

### Jetty Clause

Notwithstanding anything to the contrary contained herein, it is a special condition of this insurance that any loss or damage claimable hereunder must be surveyed in the landing sheds by a surveyor appointed by this Company's Agents stated in this Policy and that this Company's shall not be liable for any loss or damage occurring or found after the above mentioned survey.

## 第一產物賣方或有利益附加條款

免費申訴電話：0800-288-068 備查文號：96.11.15 一產精字第961066 號函備查

### Sellers Interest Contingency Clause

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 ocean marine insurance, will be covered under this policy, subject to all its terms and conditions, from the time:

- (1) the buyer fails or refuses to accept the goods;
- (2) the buyer cancels the contract prior to arrival of the shipments at final warehouse; and/or
- (3) the Assured exercises a lien on the goods or interrupts their transit, or suspends the sale contract while the goods are in transit when this is reasonable to safeguard his interest.

Shipments insured under this clause will be valued at Assured's selling price as per the contract of sale.

In any such cases this insurance will cover during delay and/or return of the goods or until they are otherwise disposed of.

Warranted that this insurance is not to be disclosed to the buyer; and that it will not be deemed double insurance.

The Assured must use all reasonable and practical measures (including those which may be required by this Company), to prevent or minimize the loss and/or to enforce the sales contract.

## 第一產物貨物運輸保險錯誤及遺漏附加條款

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970201 號函備查

### ERRORS AND OMISSIONS CLAUSE

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



# 第一產物保險股份有限公司

## 第一產物貨物運輸保險關稅附加條款

地址：台北市忠孝東路一段54號 電話：(02) 2391-3271 免費申訴電話：0800-288-068

備查文號：96.08.10 一產精字第 960560 號函備查

### DUTY 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 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 discharge named herein in sound condition, the Company's liability shall not exceed the amount of actual

loss 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.

### 第一產物險郵包條款-全險

免費申訴電話：0800-288-068 備查文號：96.08.31 一產精字第 960670 號函備查

### PARCEL POST INSURANCE (ALL RISKS)/(A)

The liability of this Company to commence 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:

- 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 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 negative by the Contract of Carriage by reason of the value of the goods.

Underwriters 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 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

### 第一產物協會輻射污染、化學、生物、生化或電磁武器除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10 一產精字第 960564 號函備查

本條款具有最高之效力，凡本保險內與其抵觸之任何規定皆無效。

1. 本保險不承保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：
  - 1.1 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。
  - 1.2 任何核子設施、反應器或其他核子裝置或其核組件之輻射、毒素、爆炸或其他危害或污染物質。
  - 1.3 任何使用原子或核子分裂，融合或其他類似反應，或輻射力或輻射物質之戰爭武器。
  - 1.4 任何輻射物質之輻射、毒素、爆炸或其他危害或污染物質。除核子燃料之外，本項除外規定不適用於放射性同位素，當其作為預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似和平用途時。



# 第一產物保險股份有限公司

1.5任何化學、生物、生物化學或電磁的武器。  
注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物恐怖主義除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960565號函備查

- 第一條、茲經雙方約定，對於直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致任何損失、費用支出或賠償責任，本公司不負賠償責任。
- 第二條、本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 第三條、本公司對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。
- 第四條、本公司就本附加之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

第五條、本附加條款有關之約定與基本條款、其他約定及簽批抵觸時，悉依本附加條款之約定為準，其他未約定事項仍依基本條款、其他約定及簽批辦理。

注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物電腦系統年序轉換除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960580號函備查

茲特約定：

- 一、本公司對於直接或間接因電腦系統處理與年序或日期有關之資料發生錯亂，導致系統無法正常運作，包括運作結果錯誤，運作中斷或不能運作，不論該電腦系統是否為被保險人所有或為本保險契約之保險標的物，其所致電腦系統本體、電腦資料或任何其他財物全部或部份之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，或因而所產生之任何費用或成本，不論損失發生或發現日，以及請求賠償日是在本保險契約生效日之前或之後，本公司概不負賠償責任。
- 二、本附加條款所稱電腦系統，包括但不限於電腦軟、硬體設備及其週邊設備、資料處理設備、資料儲存體或任何裝置有電子微晶片、積體電路或其他電子零組件之各種具有類似功能的機具、儀器或設備，諸如研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動存提款、跨行連線提款轉帳計息、保管箱、金庫設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備等。

## 第一產物電腦駭客病毒除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960581號函備查

茲約定：

本保險單契約所承保之「財物損失」，係指保險標的物之「實質損失」。

本保險契約之承保範圍不包括下列各項損失：

- 一、資料、軟體或電腦程式之毀損滅失，或任何因原始資料或軟體之刪除、變質或失真所致資料、軟體或電腦程式之劣化，以及因而導致營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致資料、軟體或電腦程式之毀損滅失，不在此限。



# 第一產物保險股份有限公司

二、因資料、軟體或電腦程式之功能、可用度、使用範圍或存取能力受損所產生之毀損滅失，以及因而導致之營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致之資料、軟體或電腦程式功能、可用度、使用範圍或存取能力之損害，不在此限。

注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物Several Liability Notice

(適用於運輸險、漁船險、船體險)

免費申訴電話：0800-288-068 備查文號：97.06.01 一產水字第970501號函備查

### Several Liability Notice

The subscribing insurers' 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 are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## 第一產物漁船保險電腦系統年序轉換除外不保附加條款(Y2K EXCLUSION

CLAUSE – TAIWAN VERSION)

免費申訴電話：0800-288-068 備查文號：97.03.10 一產精字第970208 號函備查

### Y2K EXCLUSION CLAUSE – TAIWAN VERSION

The Company will not liable for (1) any direct or indirect damage to or loss of the insured' s any computer system and/or any other property which is related to the operation of that system, and/or (2) any consequential loss caused thereafter, and/or (3) the insured' s legal liability or liability through contract and/or agreement, caused directly or indirectly by year changeover factor (Millenium Bug) of the computer system, which leads to the system cannot operate normally, including errors in operating results, operation interruption, or inability to operate.

The term “ Computer System” used in this clause means the computer and its peripheral equipment or other electronic equipment, including electronic data processing equipment used in research, design, commercial, industrial, and administration, automatic control system for factory production or monitoring, office automation equipment, automatic teller machine, equipment used for inter-bank connection / withdrawal / transfer / interest calculation, satellite, radar or radio communication system, traffic navigation equipment, electronic medical or medical research equipment, and any other equipment with any similar function of the above.



# 第一產物保險股份有限公司

## 第一產物適航性檢查證書特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961013 號函備查

WARRANTED VESSEL HOLDS INSPECTION CERTIFICATE OF SEAWORTHINESS IN FORCE AT ALLTIMES ISSUED BY CONCERNED AUTHORITY .

WARRANTED HOLDING VALID INSPECTION CERTIFICATES THROUGHOUT THE INSURANCE PERIOD .

## 第一產物漁船船舶保險

免費申訴電話：0800-288-068 84.11.02 台財保第841539699 號核准

「96 年8 月31 日依行政院金融監督管理委員會95 年9 月1 日金管保二字第09502522257 號令修正」

### 漁船船舶保險 (中文版)

#### 第一條：承保範圍

1. 本保險對被保漁船因下列危險事故所致之全損（實際全損或推定全損），負賠償責任。

- (1) 海洋、河流、湖泊或其他可通航水域之危難。
- (2) 火災、爆炸。
- (3) 核子設施或反應器之損壞或意外事故。
- (4) 與航空器或類似物體、或其墜落之物體、陸上運輸工具、船塢或港口設施之觸撞。
- (5) 地震、火山爆發或閃電。
- (6) 漁獲物、燃料或補給品裝卸、移動時之意外事故。
- (7) 鍋爐爆裂、軸承破裂或船體、機器之潛在瑕疵。
- (8) 船長、幹部、船員或引水人之疏忽。
- (9) 修船人或租船人之疏忽，但以修船人或租船人非屬本保險單之被保險人者為限。
- (10) 船長、幹部或船員之惡意行為。

2. 但上項第六款至第十款之危險事故須非由於被保險人、船舶所有人或其管理人未盡相當之注意所致者。若船長、幹部、船員或引水人持有被保漁船之股份者，不視為本條所稱之船舶所有人。

#### 第二條：一般不保事項

本保險對被保漁船因下列危險事故所致之毀損、滅失、責任或費用，不負賠償責任。

1. 戰爭、內亂、革命、叛亂、顛覆或因而引起之內亂，或來自交戰國或其對抗之敵對行為。
2. 補獲、扣押、拘管、禁制或扣留及其結果或任何此項之企圖。



# 第一產物保險股份有限公司

3. 遺棄之水雷、魚雷、炸彈或其他武器。
4. 罷工工人、停工工人或參與工潮、暴動或民眾騷擾者之行為。
5. 任何恐怖份子或任何懷有惡意或政治動機者之行為。
6. 沒收或充公。
7. 變更使用性質或改裝致危險增加。
8. 使用原子或核子分裂、融解或其他反應或輻射物質之武器爆炸。
9. 徵用或徵購。
10. 依照一般司法程序之運作，未提供擔保或支付罰金、罰鍰或任何財務原因之破產或債務糾紛所致者。
11. 海上劫掠。
12. 由於遲延引起之費用。

## 第三條：推定全損

1. 除非漁船之回復及(或)修理費用超過修復後之船舶價值，被保險人不得以推定全損要求賠償，而回復及(或)修理費用之計算，限於每一意外事故或其同一事故引起之連續損害之費用，始予考慮。
2. 為決定被保漁船是否構成推定全損，應以保險單載明之船價視為修復後之價值，對於受損漁船之殘值不予計算在內。

## 第四條：損害防止費用

1. 如遇損害發生時，被保險人或其受僱人或其代理人有義務採取合理措施，予以營救、防衛、保護及訴追標的物，以避免或減輕損失。
2. 保險人對於被保險人或其受僱人或其代理人採取上項措施所生適當合理之費用予以比例攤付。但救助費用及碰撞案件之防禦或攻擊費用不得依本條索賠。
3. 被保險人或保險人為施救、保護或回復保險標的所採取之措施不得視為委付之放棄或接受，亦不影響各當事人之權利。
4. 依本條發生之費用，保險人之責任以不超過保險金額對船價及漁獲物價值之比例為限。但無論任何原因所發生對於船體、機器設備、漁具、漁獲物、燃料、食料、水、船員及其他人員等所遭遇之損失，概不包括在本條賠償責任範圍之內。

## 第五條：救助費用

1. 本保險對被保漁船所應分攤之救助費用（如船價與漁獲物等之分攤），負賠償責任，但不足額保險者應按比例減少。
2. 上項救助費用，非為避免本保險單承保之全損或與其有關者，不得依本條索賠。

## 第六條：漁具損失

1. 本保險對被保漁船發生承保之全損以致漁具隨同損失，負賠償責任。



# 第一產物保險股份有限公司

2. 本保險對於漁具之救助費用，除救助被保漁船遭遇承保之全損時所發生者外，不負賠償責任。

3. 被保漁船發生全損，不論漁具獲救與否，本保險即行失效。

## 第七條：複保險之限制與通知

要保人或被保險人對於被保漁船，以同一保險利益，同一保險事故，與數個保險人分別訂立數個保險契約，要保人應將他保險人之名稱及保險金額通知各保險人。

要保人或被保險人故意不為前項之通知，或意圖不當得利而為複保險者，本保險單無效。

善意之複保險，其保險金額之總額超過約定之船價者，各保險人對於船價，僅就其所保金額負比例分擔之責；但賠償總額，不得超過約定之船價。

## 第八條：航行限制

1. 被保漁船不論有無引水人，得航行、試航、協助及拖曳遇難之船舶，並特別約定除習慣性或因需要協助至最近安全港或地點外，不得被拖曳，亦不得從事由被保險人、船舶所有人或其管理人、租船人事先約定之拖曳或救助服務，但對於裝卸有關之習慣性拖曳不在此限。

2. 若違反有關拖曳或救助服務之前項約定時，被保險人應事先通知保險人並經同意且加付保險費者，本保險單始繼續有效。

## 第九條：適航性

要保人或被保險人於被保漁船每航次發航前及發航時，對於下列事項應為必要之注意及處置：

1. 使船舶具有安全航行之能力。

2. 依照「漁船船員管理規則」及其他有關法令之規定，配置相當船員設備。被保漁船在本保險單有效期間內，因違反前項適航原則所遭致之一切損失，本保險不負賠償責任。

## 第十條：船級

1. 有船級者：被保漁船經中國驗船中心或保險人認可之驗船協會敘級者，於保險期間內應遵照該船中心或驗船協會之規定施行定期、特別及臨時檢查並維持該項船級。

2. 無船級者：被保漁船於保險期間內應遵照政府法令或港務局之規定施行定期、特別及臨時檢查並取得合格有效之船舶檢查證書。

3. 被保漁船如有違反上項規定，本保險不負賠償責任。

## 第十一條：作業限制

被保漁船在保險期間內，應恪遵本保險單訂明之作業範圍，從事許可漁撈為限，被保漁船逾越作業範圍或從事許可漁撈以外之任何工作而遭遇之損失，本保險不負賠償責任。



# 第一產物保險股份有限公司

## 第十二條：保單展延

被保漁船倘在保險期間屆滿時，仍在海上航行或遭遇海難或停留避難港或中途港，本保險同意事先接獲要保人或被保險人之通知時，繼續展延本保險單效力以至該船到達目的港為止，並按月計收其應加之保險費，其未滿一個月者按一個月計算。被保漁船在展延期限內發生全損時，應追收展延保期之全年保險費。

## 第十三條：保單終止

本保險單在保險期間內得由雙方要求終止，如由被保險人提出者，保險人按照短期費率，計收已到期之保險費；如由保險人提出者，應於十五日前以書面通知送達被保險人之最後住所，並按日計退未到期之保險費。

## 第十四條：出售或移轉管理

被保漁船倘經出售，或移轉他人管理時，非經保險人以書面同意繼續承保，則本保險單自保險標的出售或移轉發生時自動失效。但如被保漁船當時正在海上作業或回航者，如經洽獲保險人同意，得將保險單效力展延至該船到達最終卸貨港，或到達空放回航之目的港為止，再行按日計算其應退之保險費。

## 第十五條：讓與及抵押

被保漁船之讓與、抵押及轉抵押，非經被保險人簽署填明日期以書面通知，並經保險人同意出具批單，對保險人不生效力。

## 第十六條：姊妹船條款

若被保漁船接受屬於同一船舶所有人或同一管理人之另一漁船救助時，被保險人仍享有與被保漁船無關之其他船舶所有人相同之權利與義務。

## 第十七條：告知義務

要保人或被保險人於訂立保險契約時，對所填寫之要保書及保險人之書面詢問，均應據實說明。如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於危險之估計者，保險人得解除本保險契約；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。

## 第十八條：出險通知

被保漁船遭遇意外事故，不論是否屬於保險範圍內之損失，要保人或被保險人應立即以最迅速方式通知保險人。

未依前項約定為通知者，其因而擴大之損失，保險人不負賠償責任。

## 第十九條：臨時檢查

凡被保漁船有下列情事之一者，被保險人應提供當地航政主管機關簽證認可之合格驗船證明；敘有船級者，應提供保險人認可之驗船協會之船級證書始得繼續航行：

1. 遭遇海難者，



# 第一產物保險股份有限公司

2. 船身或機器需修理者，
3. 船舶設備遇有損失者，
4. 適航性發生疑義者。

## 第二十條：索賠文件

被保險人申請賠款時，應提供漁船幹部船員之職業證書影本及有關機關簽證之海事報告書，或漁業主管機關查明屬實之報告書，及保險人認為必要之證件；倘被保漁船失蹤或遇難，漁船之全體船員失蹤時，應提供有關機關之證明文件，否則本保險不負賠償責任。

## 第二十一條：權益轉讓

本保險權益或應付賠款之轉讓，非經被保險人或轉讓人簽署填明日期以書面通知，並經保險人同意出具批單，對保險人不生效力。

## 第二十二條：本條款之效力

本保險單正文倘與本保單條款文字抵觸時，概以本保單條款為準。

## 第二十三條：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。

## 漁船船舶保險(英文版)

(協會船舶全損險時間條款-包含救助、救助費用及損害防止費用)

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961011 號函備查

1/10/83 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE TIME CLAUSES — HULLS

TOTAL LOSS ONLY

(Including Salvage, Salvage Charges and Sue and Labour)

This insurance is subject to English law and practice

### 1 NAVIGATION

1.1 The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.

1.2 In the event of the Vessel sailing (with or without cargo) with an intention of being



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(a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be Limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clause 9.

## 2 CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

## 3 BREACH OF WARRANTY

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

## 4 TERMINATION

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage which would be covered by an insurance of the Vessel subject to current Institute Time Clauses Hulls or Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society,

4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required



# 第一產物保險股份有限公司

be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

A pro rata daily net return of premium shall be made.

## 5 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment at any claim or return of premium thereunder.

## 6 PERILS

6.1 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.1.1 perils of the seas rivers lakes or other navigable waters

6.1.2 fire, explosion

6.1.3 violent theft by persons from outside the Vessel

6.1.4 jettison

6.1.5 piracy

6.1.6 breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

6.1.8 earthquake volcanic eruption or lightning.

6.2 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.2.1 accidents in loading discharging or shifting cargo or fuel

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 barratry of Master Officers or Crew,



# 第一產物保險股份有限公司

provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

## 7 POLLUTION HAZARD

This insurance covers total loss (actual or constructive) of the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel caused by a peril covered by this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## 8 NOTICE OF CLAIM

8.1 in the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

## 9 SALVAGE

9.1 This insurance covers the Vessel's proportion of salvage and salvage charges, reduced in respect of any under-insurance.

9.2 No claim under this Clause 9 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 10 SISTERSHIP

Should the Vessel hereby insured receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 11 DUTY OF ASSURED (SUE AND LABOUR)

11.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or



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minimising a loss which would be recoverable under this insurance.

11.2 Subject to the provisions below the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges and collision defence or attack costs are not recoverable under this Clause 11.

11.3 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.

11.4 When expenses are incurred pursuant to this Clause the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

11.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

11.6 The sum recoverable under this Clause 11 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel

## 12 CONSTRUCTIVE TOTAL LOSS

12.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect the damaged or break-up value



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of the Vessel or wreck shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value, in making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13 FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

## 14 RETURNS FOR CANCELLATION

14.1 To return as follows:

14.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

## 14.2 PROVIDED ALWAYS THAT

14.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## 15 WAR EXCLUSION

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

15.1 war civil war revolution rebellion insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power

15.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

15.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 16 STRIKES EXCLUSION

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

16.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

16.2 any terrorist or any person acting from a political motive.

## 17 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover Loss damage liability or expense arising from

17.1 the detonation of an explosive

17.2 any weapon of war



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and caused by any person acting maliciously or from a political motive.

## 18 NUCLEAR EXCLUSION

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

1/10/83 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE TIME CLAUSES — HULLS

### TOTAL LOSS ONLY

(Including Salvage, Salvage Charges and Sue and Labour)

This insurance is subject to English law and practice

#### 1 NAVIGATION

1.1 The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.

1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore ~craft) no claim shall be recoverable under this insurance for loss of or damage to the Vessel from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be Limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clause 9.

#### 2 CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

#### 3 BREACH OF WARRANTY

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

#### 4 TERMINATION

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of 4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage which would be covered by an insurance of the Vessel subject to current Institute Time Clauses Hulls or Institute War and Strikes Clauses Hulls-



# 第一產物保險股份有限公司

Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society,

4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

A pro rata daily net return of premium shall be made.

## 5 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 6 PERILS

6.1 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.1.1 perils of the seas rivers lakes or other navigable waters

6.1.2 fire, explosion

6.1.3 violent theft by persons from outside the Vessel

6.1.4 jettison

6.1.5 piracy

6.1.6 breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

6.1.8 earthquake volcanic eruption or lightning.

6.2 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

6.2.1 accidents in loading discharging or shifting cargo or fuel

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured

6.2.5 hereunder

6.2.6 barratry of Master Officers or Crew,

provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

## 7 POLLUTION HAZARD

This insurance covers total loss (actual or constructive) of the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel caused by a peril covered by this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## 8 NOTICE OF CLAIM

8.1 in the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

## 9 SALVAGE

9.1 This insurance covers the Vessel's proportion of salvage and salvage charges, reduced in respect of any



# 第一產物保險股份有限公司

under-insurance.

9.2 No claim under this Clause 9 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 10 SISTERSHIP

Should the Vessel hereby insured receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## 11 DUTY OF ASSURED (SUE AND LABOUR)

11.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

11.2 Subject to the provisions below the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges and collision defence or attack costs are not recoverable under this Clause 11.

11.3 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.

11.4 When expenses are incurred pursuant to this Clause the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

11.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

11.6 The sum recoverable under this Clause 11 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

## 12 CONSTRUCTIVE TOTAL LOSS

12.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect the damaged or break-up value of the Vessel or wreck shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value, in making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 13 FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

## 14 DISBURSEMENTS WARRANTY

14.1 Additional insurances as follows are permitted:

14.1.1 Disbursements. Managers' Commissions, Profits or Excess or Increased Value of Hull and



# 第一產物保險股份有限公司

Machinery. A sum not exceeding 25% of the value stated herein.

14.1.2 Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 14.1.1.

14.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

14.1.4 Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured.

14.1.5 Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 14.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 14.1.2 and 14.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.

14.1.6 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

14.1.7 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.

14.1.8 Insurance irrespective of amount against:

Any risks excluded by Clauses 16, 17, 18 and 19 below.

14.2 Warranted that no insurance on any interests enumerated in the foregoing 14.1.1 to 14.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 15 RETURNS FOR LAY-UP AND CANCELLATION

15.1 To return as follows:

15.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

15.1.2 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters ( with special liberties as hereinafter allowed )

(a) per cent net not under repair

(b) per cent net under repair.

If the Vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.

## 15.2 PROVIDED ALWAYS THAT

15.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof



# 第一產物保險股份有限公司

15.2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area

15.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes

15.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly

15.2.5 in the event of any return recoverable under this Clause IS being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 15.1.2 (a) and/or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the Vessel is laid up or the first day of a period of 30 consecutive days as provided under 15.1.2 (a) or (b), or 15.2.2 above.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## 16 WAR EXCLUSION

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

16.1 war civil war revolution rebellion insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power

16.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

16.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 17 STRIKES EXCLUSION

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

17.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

17.2 any terrorist or any person acting from a political motive.

## 18 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover Loss damage liability or expense arising from

18.1 the detonation of an explosive

18.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

## 19 NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war

employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. \_\_\_

## 第一產物協會船舶兵險及罷工險時間條款

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961002 號函備查

1/10/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR AND STRIKES CLAUSES

HULL - TIME



# 第一產物保險股份有限公司

This insurance is subject to English law and practice

## 1 PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel 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, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war
- 1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5 any terrorist or any person acting maliciously or from a political motive
- 1.6 confiscation or expropriation.
- 1.7 loss or damage caused by perils of vandalism, sabotage and malicious damage.

## 2 INCORPORATION

The Institute Time Clauses - Hull 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

## 3 DETAINMENT

In the event that the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.

## 4 EXCLUSIONS

This insurance excludes

### 4.1 Loss damage liability or expense arising from

- 4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
- 4.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People' s Republic of China

### 4.1.3 requisition or pre-emption

4.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered

4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or



# 第一產物保險股份有限公司

any financial cause

4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),

4.2 loss damage liability or expense covered by the Institute Time Clauses - Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,

4.3 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

## 5 TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

5.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 2.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

5.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People' s Republic of China

5.2.3 in the event of the Vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.

CL. 281

第一產物協會輻射污染、化學、生物、生化或電磁武器除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960564號函備查

本條款具有最高之效力，凡本保險內與其抵觸之任何規定皆無效。

1. 本保險不承保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：

1.1 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。

1.2 任何核子設施、反應器或其他核子裝置或其核組件之輻射、毒素、爆炸或其他危害或污染物質。

1.3 任何使用原子或核子分裂，融合或其他類似反應，或輻射力或輻射物質之戰爭武器。

1.4 任何輻射物質之輻射、毒素、爆炸或其他危害或污染物質。除核子燃料之外，本項除外規定不適用於放射性同位素，當其作為預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似和平等



# 第一產物保險股份有限公司

用途時。

1.5任何化學、生物、生物化學或電磁的武器。

注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物協會電腦駭客攻擊除外附加條款(船舶適用)

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961003 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 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 strife 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.

CL380

## 第一產物保險費分期付款附加條款

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961005 號函備查

DEFERRED PREMIUMS CLAUSE

Notwithstanding anything herein to the contrary the premium or consideration for this insurance is payable by installments as follows:

25% of annual premium due and payable at inception as the first installment

25% of annual premium due and payable on the XX day of XXX . XXXX  
as the second installment.

25% of annual premium due and payable on the XX day of FXX. XXXX  
as the third installment.

25% of annual premium due and payable on the XX day of XXX. XXXX  
as the fourth installment

In the event of a total loss covered hereunder all future installments shall immediately become due and payable and the company shall be entitled to take credit therefore.

PREMIUMS WARRANTY CLAUSE

Notwithstanding anything herein to the contrary the premium or consideration for this insurance is payable by installments as follows:

25% of annual premium due and payable at inception as the first installment



# 第一產物保險股份有限公司

25% of annual premium due and payable on the 19th day of AUG. 2005  
as the second installment.

25% of annual premium due and payable on the 19th day of NOV. 2005  
as the third installment.

25% of annual premium due and payable on the 19th day of FEB. 2006  
as the fourth installment

In the event of any installments not being received prior to or within 30 days  
after its due date as above, this insurance may be cancelled by the Company giving to the Assured named the  
notice of cancellation.

This Insurance will be automatically terminated in the midnight after 7 days when the day such notice of  
cancellation are sent /mailed by registered. Such

Cancellation shall be without prejudice to premiums earned and due for the period the policy is in force.

In the event of a Total Loss covered hereunder, all future installments shall immediately become due and payable  
and the Company shall be entitled to take credit therefor.

## 第一產物保險費延緩交付特約條款(乙式)-適用於漁船險、船體險

免費申訴電話：0800-288-068 備查文號：97.04.15 一產水字第970382號函備查

一. 茲應要保人 (或被保險人)之要求，本公司同意本保險契約分期交付之保險費，延自保險責任開始及以後各期應交付之日至遲三十日內收清，並先行簽交保險單。

二. 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按短期費率計收。

三.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。

## 第一產物限制兵險航行範圍特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961006 號函備查

### WAR RISKS TRADING WARRANTIES

For use with Insurance on Vessel engaged in" xxxx-xxxx" Trade

(1)

This coverage shall extend xxxx-xxxx, but in the event of a vessel or craft insured hereunder sailing for, deviating towards, or being within the Territorial Waters of, any of the countries or places described in the Current Exclusions as set out below (including any port area that at the date of this notice constitutes part of such a country or place however it may hereafter be described) additional premium shall be paid at the discretion of insurers hereon.

Information of such voyage or deviation shall be given to insurers as soon as practicable, and the absence of prior advice shall not affect the cover hereon. In the



# 第一產物保險股份有限公司

event of the assured not requiring continuation of coverage for a vessel proceeding into or remaining within an excluded area, he shall so advise insurers hereon before the commencement of such voyage, deviation or period, and it shall be at the insurers' discretion whether and on what terms the insurance shall be reinstated.

## (2) Current Exclusions

A) Persian or Arabian Gulf and adjacent waters including the Gulf of Oman North of 24 degrees North

B) Angola (including Cabinda)

C) Israel

D) Lebanon

E) Libya (including Gulf of Sidre/Sirte)

F) Eritrea

G) Somalia

H) Congo, Democratic Republic of (formerly Zaire)

I) Liberia

J) Sri

Lanka

K) Sierra Leone

L) Gulf of Aqaba and the Red Sea

M) Republic of Yemen

N) Pakistan

O) Oman

P) Syria

Q) Algeria

R) Egypt

S) Indonesia excluding transiting vessels

T) Ivory Coast

U) Nigeria and the Bakassi Peninsular

V).Waters within 100 nautical miles of Maldives islands

W).Waters within 100 nautical miles of Indonesian Islands

X).Waters within 200 nautical miles Of Argentine and Falkland Islands

3.Warranted no illegal fishing and excluding any claims arising out of illegal fishing or activities either held to be illegal fishing or in breach of any other regulations. Warranted also excluded from the above trading limits even if the Vessel is drafted to the prohibited water beyond control.

4.Underwriter, however, have option to give seven days notice of cancellation applicable at any time for the adjustment of premium or warranties.



# 第一產物保險股份有限公司

## 第一產物恐怖主義除外不保附加條款(船舶適用)

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第9610087 號函備查

### TERRORISM EXCLUSION CLAUSE

This insurance excludes any loss, damage, liability or expense arising directly or indirectly from:

a) Terrorism and or

b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving:

- i. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any Reinsurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Reassured to prove the contrary.

## 第一產物恐怖主義除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960565號函備查

- 第一條、茲經雙方約定，對於直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致任何損失、費用支出或賠償責任，本公司不負賠償責任。
  - 第二條、本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
  - 第三條、本公司對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。
  - 第四條、本公司就本附加之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。
  - 第五條、本附加條款有關之約定與基本條款、其他約定及簽批抵觸時，悉依本附加條款之約定為準，其他未約定事項仍依基本條款、其他約定及簽批辦理。
- 注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物航道封鎖特約條款(船體)

免費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961009 號函備查

### BLOCKING AND TRAPPING CLAUSE (HULL)

The inability of the Vessel to sail from any port, canal, waterway or other place to the High Seas either for a continuous period of 6 months or where there is no reasonable prospect of the Vessel becoming able to sail to the High Seas (whichever is the earlier) as a result of the closure of the connecting channel to all vessels of such size and draft is deemed to constitute a Constructive Total Loss and is recoverable hereunder provided that such closure has arisen through the blockage of the waterway from any cause whatsoever beyond the control of the



# 第一產物保險股份有限公司

Assured other than as a result of perils enumerated in Institute Time Clauses – Hull Clauses 1/10/83 Clause 23 to 26 (War Strikes, Malicious Acts, Nuclear Exclusions) herein.

For the purpose of this insurance the term “ inability of the Vessel to sail” includes, but is not limited to, circumstances under which the vessel does not sail in consequence of:

1. any physical obstruction whatsoever (not directly caused by earthquake); or
2. any order, advice, or recommendation of any government or local authority; or
3. the Master, Owners, Managers or Assured deciding that it is unsafe for the vessel to sail unless Underwriters are able to prove that such decision was unreasonable in all the circumstances prevailing at the time;

and whether such inability to sail in consequence of one or more accidents or occurrences or reasons.

## 第一產物船舶共保附加特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961010 號函備查

### CO-INSURANCE CLAUSES

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

The xxx Insurance co., Ltd. As the leading Company has been authorized by the other co-insurer to deal with all matters relating to this Policy including settlement of claims, and all decision made by the Leading Company and all agreements reached between the insured and the Leading Company shall be binding on the other coinsurer. Any notices given by the insured to the Leading Company shall be deemed to have been given to the other Co-insured.

Order Insurance Company Policy no.

XX%

XX%

XX%

XX%

XX%

100%

FOR: The X Insurance Co., Ltd. The X Insurance Co., Ltd.

xxx xxxx

Manager, Marine Department Manager, Marine Department

The X Insurance Co., Ltd. The X Insurance Co., Ltd.

xxx xxxx

Manager, Marine Department Manager, Marine Department

The X Insurance Co., Ltd.

xxx

Manager, Marine Department

### CO-INSURANCE CLAUSE

The Subscription hereto of the Co-Insurers are as mentioned below, and the Co-Insurers, each



# 第一產物保險股份有限公司

## 第一產物電腦系統年序轉換除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960580號函備查

茲特約定：

- 一、本公司對於直接或間接因電腦系統處理與年序或日期有關之資料發生錯亂，導致系統無法正常運作，包括運作結果錯誤，運作中斷或不能運作，不論該電腦系統是否為被保險人所有或為本保險契約之保險標的物，其所致電腦系統本體、電腦資料或任何其他財物全部或部份之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，或因而所產生之任何費用或成本，不論損失發生或發現日，以及請求賠償日是在本保險契約生效日之前或之後，本公司概不負賠償責任。
- 二、本附加條款所稱電腦系統，包括但不限於電腦軟、硬體設備及其週邊設備、資料處理設備、資料儲存體或任何裝置有電子微晶片、積體電路或其他電子零組件之各種具有類似功能的機具、儀器或設備，諸如研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動存提款、跨行連線提款轉帳計息、保管箱、金庫設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備等。

## 第一產物電腦駭客病毒除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960581號函備查

茲約定：

本保險單契約所承保之「財物損失」，係指保險標的物之「實質損失」。

本保險契約之承保範圍不包括下列各項損失：

- 一、資料、軟體或電腦程式之毀損滅失，或任何因原始資料或軟體之刪除、變質或失真所致資料、軟體或電腦程式之劣化，以及因而導致營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致資料、軟體或電腦程式之毀損滅失，不在此限。
- 二、因資料、軟體或電腦程式之功能、可用度、使用範圍或存取能力受損所產生之毀損滅失，以及因而導致之營業中斷損失。但直接因保險標的物發生承保範圍內之直接「實質損失」所致之資料、軟體或電腦程式功能、可用度、使用範圍或存取能力之損害，不在此限。

注意：本特約條款內容不得以任何方式更改或刪除。

## 第一產物漁船險特約條款

保費申訴電話：0800-288-06 備查文號：96.10.15 一產精字第961012 號函備查

SPECIAL WARRANTY ON FINSING VESSEL INSURANCE

Warranted that, notwithstanding the fishing areas are admitted, in no case shall this Insurance cover any loss, damage or expense caused by breach of the Trading Warranties unless the fishing grounds are approved by the government or authorities under Mutual Fishing Co-operation Contract. No fishing operation within 100 nautical miles of Maldives and Indonesia and 200 nautical miles of Argentina and Falkland Islands and the other

Economical Waters declared by any country of the world is admitted. It shall be prohibited and no claims payable if they are going against the above stipulation., but it is excluded the



# 第一產物保險股份有限公司

waters within 100 nautical miles of south of Hengchun.

第一產物協會輻射污染、化學、生物、生化或電磁武器除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960564號函備查

本條款具有最高之效力，凡本保險內與其抵觸之任何規定皆無效。

1. 本保險不承保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：

- 1.1 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。
- 1.2 任何核子設施、反應器或其他核子裝置或其核組件之輻射、毒素、爆炸或其他危害或污染物質。
- 1.3 任何使用原子或核子分裂，融合或其他類似反應，或輻射力或輻射物質之戰爭武器。
- 1.4 任何輻射物質之輻射、毒素、爆炸或其他危害或污染物質。除核子燃料之外，本項除外規定不適用於放射性同位素，當其作為預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似和平等用途時。
- 1.5 任何化學、生物、生物化學或電磁的武器。

注意：本特約條款內容不得以任何方式更改或刪除。

第一產物恐怖主義除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960565號函備查

- 第一條、茲經雙方約定，對於直接或間接因任何恐怖主義者之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致任何損失、費用支出或賠償責任，本公司不負賠償責任。
- 第二條、本附加條款所謂恐怖主義者之行為係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。
- 第三條、本公司對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致之任何損失、費用支出或賠償責任亦不負賠償之責。
- 第四條、本公司就本附加之任何損失、費用支出或賠償責任不負給付責任，但被保險人證明其損失非屬本附加條款之損失，不在此限。

第五條、本附加條款有關之約定與基本條款、其他約定及簽批抵觸時，悉依本附加條款之約定為準，其他未約定事項仍依基本條款、其他約定及簽批辦理。

注意：本特約條款內容不得以任何方式更改或刪除。

第一產物電腦系統年序轉換除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960580號函備查

茲特約定：

- 一、本公司對於直接或間接因電腦系統處理與年序或日期有關之資料發生錯亂，導致系統無法正常運作，包括運作結果錯誤，運作中斷或不能運作，不論該電腦系統是否為被保險人所有或為本保險契約之保險標的物，其所致電腦系統本體、電腦資料或任何其他財物全部或部份之直接或間接毀損滅失，以及因而所引起任何性質的附帶損失，或被保險人依法應負或以契約及協議所承受之賠償責任，或因而所產生之任何費用或成本，不論損失發生或發現日，以及請求賠償日是在本保險契約生效日之前或之後，本公司概不負賠償責任。
- 二、本附加條款所稱電腦系統，包括但不限於電腦軟、硬體設備及其週邊設備、資料處理設備、資料儲存體或任何裝置有電子微晶片、積體電路或其他電子零組件之各種具有類似功能的機具、儀器或設備，諸如



# 第一產物保險股份有限公司

研究、設計、商業、工業、行政用電子資料處理設備、工廠生產或監控用自動控制設備、辦公用自動化設備、金融業自動存提款、跨行連線提款轉帳計息、保管箱、金庫設備、衛星、雷達或無線電通訊設備、交通導航設備及電子醫療或實驗儀器設備等。

## 第一產物電腦駭客病毒除外附加條款

免費申訴電話：0800-288-068 備查文號：96.08.10一產精字第960581號函備查

茲約定：

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本保險契約之承保範圍不包括下列各項損失：

- 一、資料、軟體或電腦程式之毀損滅失，或任何因原始資料或軟體之刪除、變質或失真所致資料、軟體或電腦程式之劣化，以及因而導致營業中斷損失。但直接因保險標之物發生承保範圍內之直接「實質損失」所致資料、軟體或電腦程式之毀損滅失，不在此限。
- 二、因資料、軟體或電腦程式之功能、可用度、使用範圍或存取能力受損所產生之毀損滅失，以及因而導致之營業中斷損失。但直接因保險標之物發生承保範圍內之直接「實質損失」所致之資料、軟體或電腦程式功能、可用度、使用範圍或存取能力之損害，不在此限。

注意：本特約條款內容不得以任何方式更改或刪除。