貨物運輸保險-(一)-附加條款

50/50 CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 is 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 and Contract Works Cover.

(中文摘要)貨物運輸保險 50/50 附加條款

保險標的物運抵最終目的地後安裝時，發現保險標的物遭受毀損或滅失，然因投保之海空運保險已經終止，於經過適當之調查後，仍無法確定毀損或滅失之事故原因係於運輸終止前或其後發生，保險人方同意經適當理算後之百分五十賠償。

F.O.B. Endorsement

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is 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.

（中文摘要）
承保範圍：本條款擴大承保以 FOB 或 FAS 等貿易條件出口時，貨物離開被保險人之倉庫或儲存處所開始，直到貨物裝載於船舶前的風險。

THE SECOND HAND MACHINERY REPLACEMENT CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 whichcase 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.

（中文摘要）**二手機器重置附加條款**
舊機器按現有價值投保者，如因承保危險致使其一部份遭受毀損或滅失時，其賠償金額應以所發生該受損部份之修換費用乘以該舊機器之保險金額與新機器價額之比例，另加運費及再裝置費用為限。
唯無論在任何情況下，乙方之賠償責任以整部機器之保險金額為限。

SMALL CLAIMS CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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
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. Remarked 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.

（中文摘要）**小額賠款附加條款**

為簡化理賠手續，凡貨物損失之索賠金額未超過 ______ 元(含)之案件，被保險人除於發現損失時，立即以書面、傳真或電話通知保險公司外，憑下列文件即可向保險公司索賠。

1. 索賠函
2. 損失通知：致運送人之損失通知
3. 提單正本
4. 裝箱單
5. 商業發票
6. 損失証明文件(依運輸輸作業之不同，取得各有關之證明文件)
   a. 船公司、海關或倉儲公司之事故證明單
   b. 貨櫃場之貨櫃交替驗收單(Equipment Interchange Receipt)
   c. 船公司或航空公司之短卸證明
   d. 註明異常之內陸運送人託運單
7. 照片(或內部倉管文件)

註：a. 提貨物三日內以傳真或信函向運送人發出險通知

HIGHWAY TRANSPORTATION CLAUSE

96.12.28(96)台蘇保行展字第125838-3號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

Risks attach from the time the goods are loaded on the carrying motor truck at the place as named in the policy, for the commencement of the transit and continue in due course of transportation until safe arrival of the carrying motor truck at depot, station, store or consignee's warehouse at the destination named in the policy.

This insurance covers loss or damage caused by breakdown of highway, tunnels &/or bridge and fire, earthquake, windstorm, flood, lightning, explosion, overturning &/or collision of the carrying motor truck and including the risk of fire whilst in transit &/or awaiting delivery (while in the custody of a common carrier) at highway depots, station, garage &/or platforms incidental to transportation, but such risk of fire not to continue for a period longer than xx (xx) days at any one point.

Warranted, free from loss or damage resulting from rain, hail, snow, theft, piracy, robbery, riot, civil commotion, brigandage and war risk. Excluding the risks of delay &/or deterioration

（中文摘要）公路卡車運送附加條款
本保險自所保貨物在起運時離開本保險單所載起運地點裝載於陸上運輸工具時起開始生效，並於正常的運輸過程中繼續有效，以迄貨物安全運至本保險單所載目的倉庫、車站、儲放地或受貨人倉庫後終止。
本保險承保被保險貨物因公路、隧道、橋樑發生崩潰及火災、地震、暴風、水災、閃電、爆炸、運輸工具之翻覆、運輸工具之意外碰撞且包含運送途中及/或於公路站埠，車庫及/或運輸相關月台上等待交付時（當時仍屬一般運送人管領下）之火災風險，但承保此火災風險，上述任何一定點以 xx 天為限。
茲並擔保不承保歸因雨水、冰雹、降雪、偷竊、海盜、搶劫、暴動、民眾騷擾、戰爭所致毀損或損失。遲延及/或變質損壞風險也除外不予承保。

HIGHWAY TRANSPORTATION CLAUSE (ALL RISKS)(A)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

This insurance attaches from the time the insured interest is loaded on the carrying motor vehicle at the place named in the policy to the commencement of transit, and is continuous in due course of transportation until safe arrival of the carrying motor truck at the depot, station, store or the consignee′s warehouse at the destination named in the policy but not for a period longer than xx (xx) days.
This insurance covers against all risks of physical loss of or damage to the insured interest from any external cause, but shall in no case be deemed to extend to include loss of or damage to the insured interest proximately caused by delay or inherent vice or nature or gradual deterioration.
This insurance excludes loss or damage resulting from war risks, and theft by any person or persons in the Assured′s service or employment.

(中文摘要)
本保險自所保貨物在起運時本保險單所載起運地點裝載於陸上運輸工具時起開始生效，並於正常的運輸過程中繼續有效，以迄貨物安全運至本保險單所載目的倉庫、車站、儲放地或受貨人倉庫後終止，但本保單之承保效力最多以　　天為限。
本保險承保被保險標的物因任何外來意外事故所致之實質毀損或損失，但可歸因於延遲或固有瑕疵或本質或逐漸折舊所引起之損失，不視同可予承保。
本保單不承保任何戰爭或被保險人所僱用員工之偷竊行為所致之損失。

HIGHWAY TRANSPORTATION CLAUSE(B)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Risks attach from the time the goods are loaded on the carrying motor truck at the place as named in the policy, for the commencement of the transit and continue in due course of transportation until safe arrival of the carrying motor truck at depot, station, store or consignee's warehouse at the destination named in the policy.

This insurance covers loss or damage caused by breakdown of highway, tunnels &/or bridge and fire, earthquake, windstorm, flood, lightning, explosion, overturning &/or collision of the carrying motor truck and including the risk of fire whilst in transit &/or awaiting delivery (while in the custody of a common carrier) at highway depots, station, garage &/or platforms incidental to transportation, but such risk of fire not to continue for a period longer than xx (xx) days at any one point.

Warranted, free from loss or damage resulting from rain, hail, snow, theft, piracy, robbery, riot, civil commotion, brigandage and war risk. Excluding the risks of delay &/or deterioration

（中文摘要）
本保險自所保貨物在起運時離開本保險單所載起運地點裝載於陸上運輸工具時起開始生效，並於正常的運輸過程中繼續有效，以迄貨物安全運至本保險單所載目的倉庫、車站、儲放地或受貨人倉庫後終止。
本保險承保被保險貨物因公路、隧道、橋樑發生崩潰及火災、地震、暴風、水災、閃電、爆炸、運輸工具之翻覆、運輸工具之意外碰撞且包含運送途中及/或於公路站埠，車庫及/或運輸相關月台上等待交付時（當時仍屬一般運送人管領下）之火災風險，但承保此火災風險，上述任何一定點以 xx 天為限。
茲並擔保不承保歸因雨水、冰雹、降雪、偷竊、海盜、搶劫、暴動、民眾騷擾、戰爭所致毀損或損失。遲延及/或變質損壞風險也除外不予承保。

CUTTING CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）切割附加條款

保險公司就承保標的可切割之受損部份及切割費用給付損害賠償金額。

SUBROGATION CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.,

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, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

（中文摘要）代位求償附加條款

A. 同意任何損失若經賠付，保險人即在所賠付金額內取得代位求償權。

B. 保險人在賠付金額範圍內取得被保險人行使求償的權利，被保險人應完成所有必要文件及盡一切可能必要之行動以確保追償之權利。

ON DECK CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）甲板附加條款

放在甲板上運送，無論船東或傭船人是否在運送契約下獲得許可而行使，甲板裝載之情況應於本保險開始時，只承保貨物協會條款平安險 包含投棄及甲板海浪掃落。

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

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

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

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

We, The xxxxxxx 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 xxxxxx INSURANCE COMPANY, LIMITED.

（中文摘要）

貨物運輸險共保條款 A-有共保保險適用

本公司僅個別按本保險單上載明之保險金額負賠償責任

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

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is 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.

（中文摘要）

共保附加條款)(B)
(適用於共保件)
本保險單由______________代表所有共同保險人簽發，各共同保險人依其於本保險單載明之

承保比例，分別對被保險人負賠償責任。

REFRIGERATED CARGO CLAUSE（XX HOURS）

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Whilst the goods hereby insured are stowed in Refrigeration Chambers of the vessel &/or in Refrigerated Containers carried on board the vessel named herein, this insurance is extended to cover all loss or damage due to or caused by derangement or breakdown of the refrigerating machinery &/or refrigerating plant &/or insulation for a period of at least xxxx consecutive hours. Claims recoverable hereunder shall be payable irrespective of percentage.

It is warranted by the Assured:-
That the interest insured hereunder is in good condition at the commencement of the risk.
That no claim for loss &/or damage shall attach unless notice be given to the Agents of this Company immediately on the first discovery of any loss of &/or damage to or deterioration of any part of the interest hereby insured and arrangement made for survey and the amount of depreciation agreed prior to the removal of the interest. Where this Company has no Agents at or near the place where the loss occurred, the loss must be reported to Lloyd's Agents, and their certificate must be presented to this Company or its Settling Agents as proofs of the loss.
That claim shall be immediately field in writing against the carrier, and a copy thereof must be attached to any claim to be presented under this insurance.
That the amount of claim to be made good in the event 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 amount whichever may be the smaller.
That no adjustment charges shall be incurred unless with the written consent of this Company or its Agents who shall not be liable for survey fees other than those of their own surveyor.

（中文摘要）冷藏貨物附加條款（xx 小時）
本保險承保因冷藏設備失衡、故障連續達 __________小時之損害才予以賠償。

PROFIT COMMISSON CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is agreed 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.

(中文摘要)

利潤佣金附加條款

利潤佣金(依毛保費之一定賠率扣減支出賠款費用等後，尚有盈餘， 依盈餘之比率回饋被保險人)適用長期合約

JWOB CLAUSES

（jettison／washing overboard）

96.12.28（96）台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

THIS INSURANCE IS EXTENDED TO COVER CONTAINERIZED SHIPMENT EITHER ON OR UNDER DECK OF CONTAINER CARRYING VESSEL, INCLUDING LOSSES DUE TO JETTISON &/OR WASHING OVERBOARD (JWOB) IRRESPECTIVE OF PERCENTAGE (IOP).

(中文摘要)投棄及波浪捲落附加條款
本保險承保貨物因被投棄或被波浪捲落之損失。

NSTITUTE WAR CANCELLATION CLAUSE (CARGO)

(for use only with the new marine policy form)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

(中文摘要)協會兵險註銷附加條款（貨物）
本保險所承保之兵險得由保險人或被保險人任何一方於七天前發出註銷通知。惟此註銷僅於保險人發出註銷通知或收到註銷通知當日午夜零時起算滿七日方才生效；但在註銷生效前兵險已生效者除外。

INSTITUTE FROZEN MEAT CLAUSES(A)-24HOURS BREAKDOWN

(not suitable for chilled, cooled or fresh meat)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4,5,6, and 7 below.
  1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
  1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
    1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
    1.2.2 fire or explosion
    1.2.3 vessel or craft being stranded grounded sunk or capsized
    1.2.4 overturning or derailment of land conveyance
    1.2.5 collision or contact of vessel craft or conveyance with any external object other than water
    1.2.6 discharge of cargo at a port of distress.

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.

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.

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(for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried

out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured(except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against(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 this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

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

4.3 loss damage of expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom

4.4 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

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 liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3.The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

6.1. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

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

DURATION

8. 8.1. This insurance attaches from the tim

8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be diven to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.

8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.

8.1.3 of loading of the goods into the oversea vessel.

8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1 cold store at the destination named herein or

8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

8.2.2.1 for storage other than in the ordinary course of transit or

8.2.2.2 for allocation or distribution.

8.3. This insurance terminates

8.3.1. for transit to a destination in the Continent of Europe(including Eire and the United Kingdom). U.S.A. or Canada on the expiry of 30 days

8.3.2. for transit to a destination elsewhere on the cxpiry of 5 days

after final discharge of the goods from the oversea vessel at the port or discharge.

8.4 Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Under writers) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

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

8.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation. forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate 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

9.1. until the goods are sold and delivered at such port or place, or. unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2. if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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

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.

11.2. Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance. notwithstanding that the loss occurred before the contract of insurance, was concluded, unless the Assured were aware of the loss and the Underwriters were not.

11.3. Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

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-matte to the destination to which it is insured would exceed its value on arrival.

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

15..15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

15.2. Where this insurance is on Increased Value the following clause shall apply:

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

and

17.2.to ensure that all rights against carriers, bailces or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the

Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

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

（中文摘要）**貨物運輸保險協會冷凍肉類條款(A)連續 24 小時機器故障附加條款：**本保險除不保事項外，承保保險標的物因冷藏機器故障連續 24 小時引起溫度變化之損失。火災或爆炸、船舶或駁船擱淺、傾覆等。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE FROZEN FOOD CLAUSES (A)

(Excluding Frozen Meat)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,

1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to

1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

1.2.2 fire or explosion

1.2.3 vessel or craft being stranded grounded sunk or capsized

1.2.4 overturning or derailment of land conveyance

1.2.5 collision or contact of vessel craft or conveyance with any external object other than water

1.2.6 discharge of cargo at a port of distress.

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.

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.

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 (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (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

4.8 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

5 5.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

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

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 terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the cold store or place of storage at the destination named herein,

8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 5 days after discharge 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.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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

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.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, Shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

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.

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

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

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.

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19 This insurance is subject to English law and practice.

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

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

(中文摘要）協會冷凍食品條款(A)

本保險承保因下列危險事故引起的損失:

1. 除任何原因之溫度變化引起之滅失或毀損外，被保險標的物一切滅失或毀損之危險。
2. 冷藏機器損壞停止運作連續達 24 小時。
3. 火災或爆炸。
4. 船舶或駁船的擱淺觸礁或傾覆。
5. 陸上運輸工具的傾覆或出軌。
6. 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
7. 在避難港之卸貨。

一般除外條款

本保險不承保下列事項：

1. 歸因於被保險人故意不當所致之毀損、滅失或費用。
2. 保險標的物之正常漏損、正常之失重或失量或正常耗損。
3. 保險標的物包裝或配製不良或不當所致之毀損滅失或費用。(本條款所指之「包裝」包括貨櫃或貨箱內之裝載,但此種裝載以在本保險生效前由被保險人或其受僱人所完成者為限。)
4. 保險標的物固有瑕疵或本質所致之毀損、滅失或費用。
5. 主要由於遲延所致之毀損、滅失或資用，即使其遲延係由承保之危險所致者(但上述第２條應賠付的費用不在此限)。
6. 因船舶所有人、經理人、租傭人或營運人破產或賴債引起之毀損、滅失或費用。
7. 使用原子或核子分裂、融合或其他類似反應、或放射物質之武器所引起之毀損、滅失或費用。
8. 因被保險人或其雇用人未能盡一切合理預防措施以確保被保險標的物保存在冷凍的、適當的或正確的隔熱的及冷藏的處所引起的損害及費用。
9. 本保險可予賠償之任何損害或費用已逾保險效力終止後 30 天者。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE FROZEN FOOD CLAUSES (C)

(Excluding Frozen Meat)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 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.

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.

4. 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.

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 (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)

4.9 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.10 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)

4.11 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.12 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

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

4.14 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.10 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

5 5.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, 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

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

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the cold store or place of storage at the destination named herein,

8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 5 days after discharge 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.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if*

required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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

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.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

13. 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.

14. 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.

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

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

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

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

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

BENEFIT OF INSURANCE

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

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.

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19 This insurance is subject to English law and practice.

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

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

（中文摘要）

本保險承保保險標的物因保險事故引起之滅失或毀損，但不包括因保險事故導致溫度變化引起保險標的物之毀損或滅失。

Institute Replacement Clause

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

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

（中文摘要）協會重置條款
保險人對機器損害之賠償責任以該損害部份之重置或修理費用，加運費及安裝貨物限，但不包含關稅。
保險人之責任絕不超過全部機器之保險價值。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR CLAUSES (AIR CARGO)

(excluding sendings by Post)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

１．This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject -matter insured caused by

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

1.2 capture seizure arrest restraint or 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.

EXCLUSIONS

２．In no case shall this insurance cover

2.1 oss 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 be caused by risk insured against

2.7 oss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 any claim based upon loss of or frustration of the voyage or adventure

2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

３．This insurance

3.1.1 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

3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any

part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Underwriters and to an additional premium, such insurance

3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
and

3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,
whichever shall first occur.

3.2. If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversee vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clause,
or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to from part to this insurance and shall apply to the on-carriage by sea.

3.3. If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the* Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

3.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

3.3.2. in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharged;
thereafter such insurance terminates in accordance with 3.1.4

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

(For the purpose of Clause 3)
“oversea vessel” shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

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

５・Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIM

６・6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

７・7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

１２・This insurance is subject to English law and practice.

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*

(中文摘要)協會貨物保險航空兵險條款

除下列第３與第４條之規定外，本保險承保保險標的物因下列危險事故引起之毀損獲滅失：

3.1. 戰爭、內戰、革命、叛亂、叛變或由其引起之內亂，或交戰國間之敵對行為。

3.2. 捕獲、扣押、拘管、禁制或扣留，及其結果或上項任何企圖。

遺棄之水雷、魚雷、炸彈或其他武器。

除外不保事項：

4. 一般除外條款

本保險不承保下列事項：

4.1. 歸因於被保險人故意不當所致之毀損、滅失或費用。

4.2. 保險標的物之正常漏損，正常之失重或失量或正常耗損。

4.3. 保險標的物包裝或配製不良或不當所致之毀損、滅失或費用。(本條款所指之「包裝」包括貨櫃或貨箱內之裝載，但此種裝載以在本保險生效前由被保險人或其受僱人所完成者為限。)

4.4. 保險標的物固有瑕疵或本質所致之毀損、滅失或費用。

4.5. 主要由於遲延所致之毀損、滅失或費用，即使其遲延係由承保之危險所致者。(但上述第２條應賠付的費用不在此限。)

4.6. 因船舶所有人、經理人、租傭人或營運人破產或負債引起之毀損、滅失或費用。

4.7. 由於航程或冒險喪失或中止之任何索賠。

4.8. 任何敵對性使用原子或核子分裂、融合或其他類似反應或放射物質之武器所引起之毀損、滅失或費用。

5. 不適航及不適運除外條款

5.1. 本保險不承保載運船舶或駁船不適航，或載運船舶或駁船，運輸工具，貨櫃或貨箱不適安全裝運所引起之毀損，滅失或費用，但此種不適航或不適運以被保險人或其受僱人於保險標的裝船時已知情者為限。

5.2. 保險人放棄任何違反船舶適航及船舶適運保險標的物至目的地之默示保證，但被保險人或其受僱人對此項不適航或不適運已知情者不在此限。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE STRIKES CLAUSES (AIR CARGO)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

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

EXCLUSIONS

2. In no case shall this insurance cover
   loss damage or expense attributable to wilful misconduct of the Assured
   ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the

subject-matter insured

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 to this insurance or by the Assured or their servants)

loss damage or expense caused by inherent vice or nature of the subject-matter

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

loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

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

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

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

3. 3.1. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, communities during the ordinary course of transit and terminates either

.on delivery to the Consignees’ or other final warehouse, premises or place of storage at the destination named herein

on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

3.1.2.1. for storage other than in the ordinary course of transit or

3.1.2.1. for allocation or distribution

or

3.1.3. 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.

3.2. If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

3.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either*

4.1. until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

4.2. 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 3 above.

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

CLAIMS

6. 6.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2. Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

7. 7.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance's 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 insurance's.

7. 7.2. Where this insurance is on Increased Value the following clause shall apply:

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

and

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 reasonable incurred in pursuance of these duties.

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

AVOIDANCE OF DELAY

11. It is a condition of this insurance that the Assured shall act with reasonable despatch in all

circumstances within their control.

LAW AND PRACTICE
12. This insurance is subject to English law and practice.

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 the Underwriters and the right to such cover is dependent upon compliance with this obligation.

CL. 260. *Sold by Witherby & Co. Ltd., London.*

(中文摘要) 協會罷工條款(空運)INSTITUTE STRIKES CLAUSES (AIR CARGO)

承保之危險

1　危險條款

除下列第 3 及 4 條之規定以外，本保險承保因下列原因所致被保險標的物之滅失或毀損

1.1由罷工工人、停工工人，或參與工潮、暴動或民眾騷擾之人員所致者。

1.2由任何恐佈份子或具有政治動機者之活動所致者。

不保項目

2　般除外條款

本保險不承保下列各項損失及費用:

2.1得諉因於被保險人的故意過失引起的損害或費用。

2.2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。

2.3被保險標的物的不良或不當包裝或配備引起的損害或費用。(本條款所謂的”包裝”包括在貨櫃或貨箱內之裝載，但以種此裝載發生於本保險生效前或由被保險人或其雇用之人所為之者為限。)

2.4被保險標的物之固有瑕疵或本質引起的損害或費用。

2.5主因為遲延所引起的損害或費用，即使該遲延是由承保之危險事故所引起。(依第 2 條共同海損條款可予賠付之費用則不在此限)

2.6由於船舶之船東、經理人、傭船人或營運人的無力清償或債務不履行所引起的損害或費用。

2.7由於任何罷工、停工、工潮、暴動及民眾騷擾所引起之勞工曠職，缺乏或抵制所致之損害或費用。

2.8任何由於航程或冒險之放棄或中止所引起之索賠。

2.9任何由於敵對使用原子或核子分裂及/或融合或其他類似反應或放射性的戰爭武器所造成的損害或費用。

2.10 戰爭內戰革命叛亂頭覆或由其引起之內爭，或交戰國雙方之敵對行為所造成之損害或費用。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

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

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

EXCLUSIONS

2 In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charteres or operators of the aircraft
- 2.8 loss damage or expense arising form the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

4 In no case shall this insurance cover loss damage or expense

- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5 5.1. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

- 5.1.1 on delivery to the Consignees’ or other final warehouse, premises or place of storage at the destination named herein,
- 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
  - 5.1.2.1 for storage other than in the ordinary course of transit or
  - 5.1.2.2 for allocation or distribution

  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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either

6.1. until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

6.2. if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

CLAIM

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

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

9 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and 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.

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.

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.

11.2.**Where this insurance is on Increased Valued 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 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.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

13.1. t o 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.

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.

LAW AND PRACTICE

16 This insurance is subject to English law and practice.

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.

（中文摘要）險協會貨物保險航空險條款
INSTITUTE CARGO CLAUSES（AIR）（excluding sendings by Post）

除第四、五、六及七條之除外不保條款規定以外，本保險承保被保險標的物一切滅失或毀損之危險。
同 ICC A clause

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE 1/12/82 (TPND)

(For use only with Institute Clauses)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

In consideration of an additional premium, it is hereby agree 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.

（中文摘要）協會貨物保險偷竊及未能送達條款
本條款承保標的物因偷竊、順手牽羊或整件未能送達之損失。

INSTITUTE CARGO CLAUSES (W.A.)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

[Transit Clause (incorporating Warehouse to Warehouse Clause)]

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

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

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

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contrast 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.

[Termination of Adventure Clause]

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

   (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

   or (ii) if the ha 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 l above

[Craft, & c. Clause]

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

[Change of Voyage Clause]

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

[Average Clause]

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

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

[Constructive Total Loss Clause]

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

[G.A. Clause]

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

[Seaworthiness Admitted Clause]

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

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

[Bailee Clause]

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising e loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

[Not to Inure Clause]

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

[“Both to Blame Collision” Clause]

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

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

[F.C. & S. Clause]

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; alto from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

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

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

[F.S.R. & C.C. Clause]

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. 18 be deleted, the relevant currant Institute Strikes Riots end Civil Commotions Clauses still be deemed to form part of this Insurance.

[Reasonable Despatch Clause]

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

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

（中文摘要）協會貨物保險條款（水漬險）

為協會貨物(舊式)條款和新式 B 條款類似

INSTITUTE CARGO CLAUSES (F.P.A.)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

[Transit Clause (incorporating Warehouse to Warehouse Clause)]

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

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

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

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contrast 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.

[Termination of Adventure Clause]

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

   (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

   or (ii) if the ha 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 l above

[Craft, & c. Clause]

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

[Change of Voyage Clause]

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

[F.P.A. Clause]

5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached.

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

[Constructive Total Loss Clause]

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

[G.A. Clause]

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

[Seaworthiness Admitted Clause]

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

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

[Bailee Clause]

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising e loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

[Not to Inure Clause]

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

[“Both to Blame Collision” Clause]

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

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

[F.C. & S. Clause]

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; alto from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

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

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

[F.S.R. & C.C. Clause]

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. 18 be deleted, the relevant currant Institute Strikes Riots end Civil Commotions Clauses still be deemed to form part of this Insurance.

[Reasonable Despatch Clause]

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

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

（中文摘要）險協會貨物保險條款（平安險）

為協會貨物(舊式)條款和新式 C 條款類似

INSTITUTE CARGO CLAUSES (ALL RISKS)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

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

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

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

(ii) for allocation or distribution,
or

(c) on the expiry of 60 days after completion of discharge overside of the goodshereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

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

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

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

(i) the goods are sold an delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

(ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof)to the destination named in the policy or to any other destination until terminated in accordance with the provisions of Clause 1 above.

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

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

5. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case to be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

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

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

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

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

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

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

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

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object(other than a mine or torpedo),stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing)by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

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 Assured shall act with reasonable despatch in all circumstances within their control.

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

(中文摘要)協會貨物保險條款(全險)

本保險承保一切意外的損失。除下列不保之危險：

1. 由於被保險人之故意過失行為所致之損失。
2. 延遲所致之損失。
3. 正常耗損、正常滲損、正常破損。
4. 保險標的物之固有瑕疵或本質所引起之損害或費用。
5. 包裝不良。
6. 戰爭所致之損失。
7. 罷工暴動所致之損失。
8. 航程開始時，載運船舶不適合載運貨物至目的地者。

The following Strikes, Riots & Civil Commotions Endorsement (Form 11) replaces all other Strikes, Riots and Civil Commotions Coverage currently provided under this policy:

S.R. & C.C. Endorsement

(Form No. 11)

American Institute (AIMU)
Endorsement for Open Policies (Cargo)
Strikes, Riots & Civil Commotions
(March 1, 2002)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

This Insurance also covers:

(1)Physical loss of or damage to the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions;

(2)Physical loss of or damage to the property insured directly caused by vandalism, sabotage or malicious acts;

(3) Physical loss of or damage to the property insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political,

terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional; PROVIDED that any claim to be recoverable under this subsection (3) be not excluded by the F.C.&S. Warranty in the Policy to which this endorsement is attached. Notwithstanding the foregoing, coverage under this subsection (3) is conditional upon the property insured being in the ordinary course of transit and, in any event, **shall terminate:**

(a) As per the Warehouse to Warehouse Clause, Marine Extension Clause, 60 Day South American Clause and any other clauses relating to duration of transit contained in or endorsed onto the Policy; *or*,

(b) on delivery to the consignee's or other final warehouse or place of storage at the destination named herein; *or,*

(c) on delivery to any warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution; *or,*

(d) in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the property insured from the vessel at the port of discharge; *or,*

(e) in respect of air transits, on the expiry of 30 days after unloading the property insured from the aircraft at the place of discharge;

whichever shall first occur.

While the property insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the U.S. Virgin Islands and Canada, this insurance is extended to cover physical loss of or damage to the property insured directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described property is situated.

Nothing in this endorsement shall be construed to cover any loss, damage or expense directly or indirectly arising from, contributed to or caused by any of the following, whether due to a peril insured against or otherwise:

(a) change in temperature or humidity;
(b) the absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion;
(c) loss of market or loss, damage or deterioration arising from delay;
(d) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, except to the limited extent that the acts of certain agents acting secretly have been expressly covered above;
(e) nuclear reaction, radiation or radioactive contamination.

The Assured agrees to report all shipments attaching under this cover and to pay premiums therefore at the rates established by the Assurer from time to time.

This endorsement may be canceled by either party upon forty-eight hours written, telegraphic or telefaxed notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder.

Effective with respect to shipments made on or after ***September 1, 2002.***

All other terms and conditions remaining unchanged.

(中文摘要)險協會貨物保險罷工暴動民眾騷擾險條款

為罷工、暴動、民眾騷擾險(舊式)條款和新式罷工險條款類似

Institute Malicious Damage Clause (1/8/82)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

In consideration of an additional premium. It is hereby agreed that Clauses 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.

(中文摘要) 惡意損害條款(承保因惡意行為或惡意破壞引起毀損滅失)
茲同意經繳付附加保險費後除外不保損失:「任何人員的不法行為引起被保險標的物之全部或部分蓄意性的損害或毀壞」視為被刪除且本保險並予承保被保險標的物因惡意行為或惡意破壞引起的滅失或毀損,至其他除外不保事項仍依照協會貨物保險條款之原規定。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE COAL CLAUSES

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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
 1.1.1 fire or explosion or heating. even when caused by spontaneous combustion. inherent vice or nature of the subject-matter insured
 1.1.2 vessel being stranded grounded sunk or capsized
 1.1.3 collision or contact of vessel with any external object other than water
 1.1.4 discharge of cargo at a port of distress
 1.1.5 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 hold container or place of storage.

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.

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.

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 proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.4 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.5 deliberate damages to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

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

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 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.

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

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

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 as the subject-matter insured is loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates as the subject-matter insured is discharged overside from the oversea vessel at the destination named herein.

8.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the transit is

otherwise terminated before discharge overside of the subject-matter insured at the destination named herein as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
or

9.2 if the subject-matter insured is forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

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.

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

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

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.

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19 This insurance is subject to English law and practice.

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.

(中文摘要)協會煤條款

本保險除第四、五、六及七條外，承保下列危險事故引起的損失：

1. 火災或爆炸或熱損、自燃，被保險標的物之固有瑕疵或本質引起的損害。
2. 船舶的擱淺、觸礁、沈沒或傾覆。
3. 船舶與除水以外的外在任何物體之碰撞或觸撞。
4. 在避難港之卸貨。
5. 地震、火山爆發或雷閃。
6. 共同海損的犧牲。
7. 投棄或波浪捲落。
8. 海水湖水或河水之侵入船舶封閉式貨櫃或儲存處所。

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

96.12.28(96)台蘇保行展字第125838-3號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil 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.

（中文摘要）貨物運輸險協會電腦駭客攻擊除外條款

本保險不承保直接或間接或可歸因於因使用或操作任何電腦、電腦系統、電腦軟體程式、惡意密碼、電腦病毒或任何其他電子系統所引起或所致之毀損或滅失。

INSTITUTE STRIKES CANCELLATION CLAUSE (CARGO)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

The inclusion in this contract of insurance against Strikes Risks ((as defined in Clause 1 of the Institute Strikes Clause (Cargo)) may be cancelled by either the Underwriters or the Assured giving 7 days (48 hours in respect of sending to or from the U.S.A.) notice.

Such cancellation shall become effective on the expiry of 7 days (48hours in respect of sending to or from the U.S.A.) from midnight of the day on which notice of the cancellation is issued by or to Underwriter, but shall not apply to any insurance against the said risks which shall have attached before the cancellation become effective.

（中文摘要）協會罷工險註銷附加條款(貨物)
本合約所承保之罷工險得由保險或被保險任何一方於七天前發出註銷通知（對美國之發出或收到註銷通知為 48 小時）。惟此註銷僅於保險人發出註銷通知或收到註銷通知當日午夜零時起算滿七日（美國 48 小時）方才生效；但在註銷生效前罷工險已生效者除外。

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

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

    1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

（中文摘要）協會輻射污染、化學、生物、生化或電磁武器除外條款

本契約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能輻射或輻射污染；
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、有毒、爆炸或其他危害或污染性質；
1.3 任何使用原子或核子分裂，融合或其他類似反應，輻射力或輻射物質之戰爭武器；
1.4 任何輻射物質之輻射、毒素、爆炸或其他危害或污染性質。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、生化或電磁武器。

DEFERRED UNPACKING CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is 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 xx 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 arrived at the name 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

（中文摘要）延遲開箱附加條款

茲經保險雙方同意，本保險對於保險標的物運抵保單所載明之最終目的地後，延遲開箱所發現原承保航程途中因承保事故所致之損失，本公司不負賠償責任。

Airfreight Replacement Clause

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要)空運重置附加條款
承保範圍：本條款同意於協會重置條款中包括以空運方式運送重置或修復所需之零件及相關費用，但以不超過保險金額為限。

RAIN AND FRESH WATER CLAUSE

96.12.28 (96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要)雨水、淡水附加條款

承保因雨水、淡水險所致損失。

CARE, CUSTODY AND CONTROL CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

(中文摘要)保管、監管、與控制附加條款
在被保險人保管、監管、與控制期間遭到毀損滅失時保險人須付賠償之責，但本保險之先決條件為本保險不承保任何運送人或受託人之直接或間接利益(適用長期合約)

Warranted no known or reported losses (WNKORL)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

This term has application to the excess or catastrophic reinsurance market. When a reinsurer is asked to back date a contract or agreement, the ceding company is asked to sign a statement or warrant in the application that no known or reported losses exist, to protect the reinsurer from providing coverage for known losses.

(中文摘要)保證投保時無據報或已知之損失附加條款
保單上載明此保證條款，可使保險人免於介入已出險才投保之貨物損失。

BRANDS OR TRADEMARKS CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

In the case of damage to property bearing 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 package where it is impratical 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 package. Should it become necessary to destroy the property and/or package, 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/or package, 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.

（中文摘要）品牌及商標附加條款
具品牌或商標貨品遭受損失後之殘值應於移除品牌或商標估算且應與保險人討論並合作處理；所有移除品牌、商標或銷毀物品、包裹之費用視為損失之一部分。
本條款亦承保具商標之紙箱，但賠償責任限於重置新紙箱、運送及重新包裝之費用。

Accumulation Clause

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）限額累積附加條款

承保範圍：本條款擴大承保運送至同一港口或機場或暫存處所的累積風險，不受其每一運送航次限額所限。(通常為每一航次限額的 2 倍)

EXHIBITION CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

1. In Consideration of premium charged, this policy is extended to cover the insured property while

located at exhibits in _____, ______, ______, _______, ____, prior to exhibition, while on exhibition and during preparation for return or ongoing shipment for the period as arranged.

2. This endorsement insures 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.

（中文摘要)展示附加條款
承保範圍：本條款擴大承保列名地點之展示風險保障(概括式)。

RETURNED SHIPMENT CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）退運附加條款
本保單同意退運品以保單原條件承保，並以退運品之殘餘價值為保險金額，但肇於退運原因之毀損或滅失則不承保在內。

RETURNED SHIPMENTS CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

（中文摘要）退運附加條款
當出口產品在買方因故拒絕受領而退運時，只要被保險人仍然承擔風險，本保險依約定亦暫予承保，以迄退運品被出售或處分止。

Marine Cargo Exclusion Clause

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

EXCLUDING ELECTRONIC, ELECTRICAL & MECHANICAL DERANGEMENT AND ALL BREAKDOWN UNLESS CAUSED BY INSURED PERILS

（中文摘要）貨物運輸保險除外附加條款

本保險不保所有因電子、電器或機械之失衡或其故障而引之損失，但由承保危險所引起的不在此限。

BRANDS AND LABELS CLAUSE

96.12.28(96)台蘇保行展字第125838-3號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is hereby declared and agreed that if branded or labelled merchandise covered under this policy is damaged and this Company elects to take all or any part of such merchandise at an agreed and appraised value, the Insured may, at its own expense, stamp "salvage" on the merchandise or its containers, or may remove the brands or labels, if such stamp or removal will not physically damage the merchandise.　But the Insured must relabel the merchandise or containers in compliance with requirement of law.

（中文摘要）商標附加條款
保險人依本合約規定賠付全部或一部份具有廠牌及商標之貨物時，被保險人得於不損壞該貨物之前提下自行負擔處理費用，在貨物本身或其包裝上加蓋“殘餘物”之戳記或祛除廠牌及商標，但被保險人仍需依照法令規定於貨物本身或其包裝上重新黏貼必要之標示。

CARGO ISM ENDORSEMENT

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）貨物運輸保險國際船舶安全管理附加條款
本保險不承保載運保險標的物之船舶未經國際船舶安全管理章程認證，或其船東或營運人未持有符合該章程之證書所引起之滅失，毀損或費用，但以被保險人於保險標的物裝船時已知，或依正常業務程序應已知悉以下兩種情況之一者為限：
（a）該船舶未依國際船舶安全管理章程規定認證，或
（b）其船東或營運人未持有依該章程簽發之有效符合證書

貨物內陸運輸險附加條款(A)　Inland Cargo Transit Clauses (A)　072

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

一、保險期間
　　本保險自保險標的物離開本保險單所載地點之倉庫或儲存處所啟運時生效，經正常之運輸路程，以迄運抵保險單載明之目的地卸載完畢時為止。
二、承保範圍
　　本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任。但下列第三條之約定除外。
三、除外事項
　　本公司對下列事項不負賠償責任：
　　（一）由於被保險人之故意不當行為所致之毀損滅失或費用。

（二）保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
（三）由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
（四）由於被保險人對貨物裝載違反道路交通安全規則所致之毀損滅失或費用。
（五）由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
（六）直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
（七）由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
（八）由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
（九）由於使用原子或核子武器所致之毀損滅失或費用。

四、保險之權益

運送人或其它受託人不得享受本保險之權益。

五、被保險人之義務：

（一）被保險人及其受僱人及代理人對保險標的物之損害，應盡下列義務：

1、應採取避免或減輕損害之適當措施；及

2、對於運送人、受託人或其它第三者之一切求償權利應予適當保全及行使。

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

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

六、合理迅速之措施

被保險人在其所能控制之一切情況下，應作合理而迅速之處理，為本保險之必要條件。

七、法律及慣例

本保險依中華民國法律及慣例辦理。

貨物內陸運輸險附加條款(C)　Inland Cargo Transit Clauses (C)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

一、 保險期間

本保險自保險標的物離開本保險單所載地點之倉庫或儲存處所啟運時生效，經正常之運輸路程，以迄運抵保險單載明之目的地卸載完畢時為止。

二、 承保範圍

本保險對保險標的物因意外事故所致之毀損或滅失負賠償責任：

（一）火災、閃電或爆炸。
（二）運輸工具之翻覆、出軌或意外碰撞。
（三）公路、鐵路、隧道、橋樑、高架道發生傾坍。

三、 除外事項

本公司對下列事項不負賠償責任：

（一）雨、電、冰雹、颱風、洪水、地震、偷竊、盜劫所致之毀損滅失或費用
（二）由於任何人之惡意行為對保險標的物全部或部份的故意毀損或破壞。

（三）由於被保險人之故意不當行為所致之毀損滅失或費用。
（四）保險標的物之正常漏損、重量或容量之正常減少或自然耗損。
（五）由於被保險人對保險標的物包裝或配置之不固或不當所致之毀損滅失或費用。
（六）由於被保險人對貨物裝載違反道路交通安全規則所致之毀損滅失或費用。
（七）由於保險標的物之固有瑕疵或本質所致之毀損滅失或費用。
（八）直接由於遲延所致之毀損滅失或費用，即使此項遲延係因承保危險所致者。
（九）由於運送人之無力償債或財務糾紛所致之毀損滅失或費用。
（十）由於戰爭、內戰、革命、叛亂、罷工、暴動、民眾騷擾或類似行為所致之毀損滅失或費用。
（十一） 由於使用原子或核子武器所致之毀損滅失或費用。

四、 保險之權益

運送人或其它受託人不得享受本保險之權益。

五、 被保險人之義務：

（一）被保險人及其受僱人及代理人對保險標的物之損害，應盡下列義務：

1、應採取避免或減輕損害之適當措施；及

2、對於運送人、受託人或其它第三者之一切求償權利應予適當保全及行使。

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

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

六、 合理迅速之措施

被保險人在其所能控制之一切情況下，應作合理而迅速之處理，為本保險之必要條件。

七、 法律及慣例

本保險依中華民國法律及慣例辦理。

SPECIAL CLAUSES (C) FOR AIR CARGO

(excluding sendings by Post)

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

1 This insurance covers, except as provided in clauses 2,3 and 4 below. Risks Clause

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 falling of the aircraft

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of aircraft or conveyance with any external object

1.1.5 discharge of cargo at an airport of distress,

1.2 loss of or damage to the subject-matter insured caused by

1.2.1 jettison

EXCLUSIONS

General Exclusions Clauses

2 In no case shall this insurance cover

2.1 loss damage or expense attributable to wilful misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charteres or operators of the aircraft

2.8 loss damage or expense arising form 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either — 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, *held covered at a premium and on conditions to be arranged subject to prompt notice being given the Underwriters*. — Change of Transit Clause

CLAIM

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. — Forwarding Charges Clause

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. 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. Increased Value Clause

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

11.2 **Where this insurance is on Increased Valued 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 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.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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.

（中文摘要）

SPECIAL CLAUSES (C) FOR AIR CARGO

貨物運輸險貨物空運C條款

本保險承保因下列危險事故引起的損失:
1. 火災或爆炸。
2. 陸上運輸工具的傾覆或出軌。

SPECIAL CLAUSE FOR CHEMICAL IN BULK(EXCESS)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Including the risks of explosion irrespective of percentage.
To pay shortage but only in excess of __ % on the whole shipment, unless caused by the vessel &/or craft being stranded, sunk, burnt or in collision. 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
1) 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.

（中文摘要）散裝化學品附加條款（短損超過全批貨物之____%部份始賠付）

本保險承保爆炸之危險，且不計損失百分比。
除載運船舶遭遇火險、擱淺、沈沒、碰撞所致，其短損僅賠付超過全批貨物之____%部份，即自負額____%
特別約定禁止轉船
除非特別約定，否則不承保污染所致之損失
1. 裝貨前（含裝入岸邊儲槽或駁船在內）船舶需作清艙並經公證人檢驗認可。
2. 在裝貨港（含裝入岸邊儲槽或駁船在內）需進行貨物檢驗分析並丈量磅重。
3. 岸邊儲槽或駁船的儲槽於完成裝載入海運船舶時，加以清艙與抽乾。
4. 上述貨物檢驗分析與丈量必須持有勞依茲或經指定認可之公證人簽證之合格證書以為憑證。

貨物抵埠後需作卸載公證－
茲經特別約定下列事項：
1. 保險公司指定之公證人得於從海船上卸載前或卸載中或完成卸載時，取得樣品及進行監督丈量、磅重等工作，藉以確定貨物的特性。
2. 完成從海船上卸入岸儲槽時，船艙需清艙乾淨與乾燥。
3. 上述檢驗、丈量、磅重等必須持有保險公司指定認可之公證人簽證之合格證書以為憑證。

SPECIAL CLAUSE FOR CHEMICAL IN BULK (IOP)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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;

2) 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.

3) the ship's tanks be cleared out and dried up in full at completion of discharge from the overseas vessel into shore tank and
4) the satisfactory certificates as to above mentioned surveys be given by our Authorised Surveyor.

（中文摘要）散裝化學品特約條款（損失賠付不計百分比）

本保險承保爆炸、短少之危險，且不計損失百分比。但清洗輸送管之短少不在承保範圍內。

特別約定禁止轉船

除非特別約定，否則不承保污染所致之損失

倘協會條款之運送條款中未有相反之意思表示，茲經雙方同意，本保險於貨物流經裝貨港岸邊儲槽之時起開始承保，迄至貨物卸進保單指明目的港之岸邊儲槽或受貨人的儲槽為止。

本保險絕不承保貨物儲存在岸邊儲槽之風險。

啟運前需作貨物查驗與分析－

茲經特別約定由被保險人完成之下列事項：

1. 裝貨前（含裝入岸邊儲槽或駁船在內）船舶需作清艙並經公證人檢驗認可。
2. 在裝貨港（含裝入岸邊儲槽或駁船在內）需進行貨物檢驗分析並丈量磅重。
3. 岸邊儲槽或駁船的儲槽於完成裝載入海運船舶時，加以清艙與抽乾。
4. 上述貨物檢驗分析與丈量必須持有勞依茲或經指定認可之公證人簽證之合格證書以為憑證。

貨物抵埠後需作卸載公證－

茲經特別約定下列事項：

1. 保險公司指定之公證人得於從海船上卸載前或卸載中或完成卸載時，取得樣品及進行監督丈量、磅重等工作，藉以確定貨物的特性。
2. 完成從海船上卸入岸儲槽時，船艙需清艙乾淨與乾燥。
3. 上述檢驗、丈量、磅重等必須持有保險公司指定認可之公證人簽證之合格證書以為憑證。

SPECIAL WARRANTY FOR STEEL CARGO IN BULK

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is 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 " ~~issued by R.O.C. Insurance Association.~~

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.

（中文摘要）散裝鋼品特約附加條款
茲特別約定
1 被保險貨物之件數與重量應委由勞依茲或其他經保險人認可之公證人辦理裝卸貨公證事宜，公證費用由被保險人支付。
2 載運船舶的船齡不得逾越　　年；船齡在　　至　　年以內者，依「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。

DEBRIS REMOVAL CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is hereby declared and agreed that this Corporation shall also be liable for the expenses incurred in removing the debris of interest insured, which may be occasioned by losses resulting from a peril covered under this Open Policy.

However, such indemnity shall be limited to ___ of the amount insured of the goods lost or damaged with a maximum of NT$_______. In no case shall this Corporation’s liability for both the loss of goods and the debris removal expenses exceed the amount insured of the goods lost or damaged.

（中文摘要)殘餘物清除附加條款
茲經通知並雙方同意，本合約所承保之標的物，如因承保事故發生遭受損失時，為清除其殘餘物所產生之必要費用，甲方亦應負賠償之責。

唯上述之每一事故賠償金額以該受損標的物保險金額之百分之　為限，並不得超過新台幣　元整。甲方所賠付該受損標的物之損失以及清除其殘餘物必要費用之總和以該受損標的物之保險金額為限。

POSSESSION AND CONTROL CLAUSE

96.12.28(96)台蘇保行展字第125838-3號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）殘餘物處置附加條款
規範損失發生後，受損之承保貨物殘餘物處置。若保險人要賣出受損貨物之殘餘物，須先將品牌名稱標籤去除。

BUYER'S CONTINGENT INTEREST CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

(applied to shipments in which the Assured is the buyer)

Where the goods are purchased on CIF、C&I、DDU、DDP or other terms which include marine insurance but the seller fails to effect the insurance, such shipments (excluding those which are purchased through L/C) shall also be covered under this Open Policy subject to the original terms and conditions.

This Corporation is to be subrogated to the Assured's rights against the seller as well as other parties. Any assignment of this Open Policy or of any interest or claim hereunder shall discharge this Corporation from all liability whatsoever.

The Assured is bound to declare to this Corporation the particulars of such shipments (excluding those which are purchased through L/C). The sales terms of the shipments shall also be specified in the declaration.

This insurance shall not be deemed a double insurance and shall not be divulged to the seller.

（中文摘要）**買方(或有)利益附加條款**（適用於被保險人為買方時）

保險公司同意依本合約規定之保險條件承保被保險人以 CIF、C&I、DDU、DDP 或其他含保險之買賣條件進口之貨物(信用狀交易者除外)，但僅於被保險人之國外賣方未依買賣契約規定辦理投保，該批貨物遭受本合約承保之損失而國外賣方拒絕賠付該損失時，保險公司負賠償責任。

保險公司因此取得向國外賣方及其他對該損失應負責任一方行使代位求償之權利。 本保險並不得轉讓給任何利益相關之他方

被保險人必須向保險公司申報所有上述買賣條件進口貨物(信用狀交易者除外)之裝運資料，並將買賣條件

註明於申報單上。

本買方利益保險不視為重複保險，被保險人並不得將本保險告知國外賣方。

PARCEL POST INSURANCE(ALL RISK)/(A)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

The liability of this company to commence from the time of registration until
Delivery of the package at destination. Delivery to either the address or the final consignee if these parties be different shall constitute delivery within the terms of this policy.
Against all risks of physical ;loss or damage from any external cause whatsoever
Irrespective of percentage but in no case shall be deemed to extend to cover
Confiscation, detention, condemnation of destruction by customs postal or any other
Lawful authority on the ground of illegality, misdescription , misdeclaration, misvaluation, inherent vice or nature of the subject matter insured. Including the risks of theft, pilferage & Non-delivery subject to the following clauses:

A) It is hereby agreed that this policy covers the risk of thef &/or pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to post office &/or Underwriters' Agent 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 risks of non-delivery of an entire package for which the liability of the post office or other carrier is limited reduced or negatived by the contract of carriage by reason of the value of the goods.

Underwriters to be entire to any amount recovered from the post office or other carriers in respect of such losses (less cost of c=recovery if any) up to the amount paid by them in respect of the loss. In case of loss or damage under this policy claim must be immediately field 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.

（中文摘要）郵包附加條款−全險

規範承保以郵包運送之貨物，以全險承保包括偷竊、未送達等風險，以及損失發生時應注意之事項。

OPEN-TOP AND FLAT CONTAINER SHIPMENT CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

In no case shall this insurance cover rust, oxidation, discoloration or any loss damage or expense resulting from water for whatever reason in case that the interest insured is loaded in open-top container or flat container.

（中文摘要）開頂及平板貨櫃運送附加條款
本合約所承保之貨物如以開頂式貨櫃或平板貨櫃裝運者，其因任何原因所致之生銹、氧化、變色或遭受水濕影響而造成之毀損、滅失或費用均除外不保。

ADJUSTED CLAIM CLAUSE – xx DAYS

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Loss, if any, payable as provided herein, within xx days after filing all proof-of-loss required by Assurer for adjusted claims.

（中文摘要）損失理算附加條款
發生承保範圍內之損失，保險人於被保險人備齊理賠所需之相關文件後___天內賠付。

REFRIGERATED RISK CLAUSE

96.12.28(96)台蘇保行展字第125838-3號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

This insurance should extend to cover the loss of or damage to the interests insured resulting from temperature variation but only if it is due to breakdown or stoppage of the refrigerating machinery, or due to breakage of the container caused by the insured perils.　For each one loss or damage, however, a ___% of the loss amount should be borne by the Assured itself.

（中文摘要）溫度變化(恆溫貨櫃)附加條款

本保險不承保貨物因溫度變化所致之毀損或滅失，但因冷藏機器故障、停機以及承保事故導致貨櫃破損而造成者不在此限。 唯被保險人對於每一事故之損失需自行負擔損失之百分之 ___ 。

LOADING SURVEY CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Including pipe line risk at both ends
Including explosion and contamination irrespective of percentage
Warranted that no trans-shipment is allowed.
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.

Requirements for survey and analysis prior to commencement of voyage

Warranted by the Assured that

(1) the ship's (including loading coastal tanker and/or barge if required) tanks be cleaned, inspected 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 and/or barge)

(3) the satisfactory certificates as to the above mentioned survey and analysis be given by an independent surveyor.

Requirements for survey after arrival at port of discharge

Warranted that

(1) our approved 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 the above mentioned survey be given by our approved surveyor.

（中文摘要）裝卸貨公證附加條款

本保險效力自油品通過起運港岸邊油槽之油管開始直至抵達保險單載明之目的地港之被保險人所有或其他之油槽為止。並規定被保險需確實作好油品裝運前及卸貨時之清艙及油品品質重量之公證。

SURVEY WARRANTY CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）裝運前公證特約附加條款

保險標的物於運送前須經保險人及/或其認可之公證人就全部包裝及運送準備工作進行公證。

TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 2001/056

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

96.12.28(96)台蘇保行展字第 125838-3 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE**:
either

1.1 As per the transit clauses contained within the Policy,
or

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

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

or

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

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

whichever shall first occur.

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

3 This clause is subject to English law and practice.

（中文摘要）貨物運輸險運送終止條款（恐怖主義行為）

本保險承保於正常運輸途中由恐怖份子或任何人基於政治動機採取行動而造成標的物之毀損或滅失

COMPUTER MILLENNIUM CLAUSE (CARGO)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）貨物運輸保險險電腦千禧年除外附加條款

本保險不承保任何電腦、電腦系統、電腦軟體、程式或處理過程,或任何電子系統的使用或操作所引起的,或與其他有關任何原因,不論直接或間接所造成,而該損失原依本保險即可獲得之任何性質的滅失、毀損、費用或責任.而任何這些滅失、毀損、費用或責任,不論直接或間接起因於下列原因所造成者:
1.日期轉換成公元 2000 年或任何其他日期之轉換,及/或
2.任何轉換或修正或任何這些電腦、電腦系統、電腦軟體、程式或處理過程或任何電子系統有關任何這些日期之轉換.

SPECIAL CLAUSE FOR COMPUTER SOFTWARE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

(中文摘要)電腦軟體附加條款
本保險所承保之電腦硬體及軟體,因承保之事故所致之損失時,其賠償金額僅以硬體之損失及重新灌製軟體必要之相關費用為限。
而無論軟體之保險金額多少,保險公司對於每件重新灌製之理賠責任金額以不超過______元為限。

OPEN POLICY STANDARD CLAUSE

ATTACHING TO AND FORMING PART OF MARINE CARGO OPEN POLICY NO. OPxxxx

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Assured:

1. AUTOMATIC COVER CLAUSE (IMPORT)
This Open Policy automatically covers all shipments and sendings of approved cargoes consigned to the Assured, but excluding such shipments and sendings as are bought on CIF terms or other terms which include marine insurance.

AUTOMATIC COVER CLAUSE (EXPORT)
This Open Policy automatically covers all shipments and sendings of approved cargoes made by the Assured, but excluding such shipments and sendings as are sold on FOB, CFR or other terms which exclude marine insurance.

AUTOMATIC COVER CLAUSE (INLAND TRANSIT)

This Open Policy automatically covers all shipments and sendings of approved cargoes for inland transits which are not covered in import and export transactions.

2. **DECLARATION CLAUSE**

The Assured shall make to this Corporation definite declaration of each and every shipment and sending insured under this Open Policy in each calendar month without exception as soon as the risks covered hereunder attach, advising all the requisite particulars of the shipment and sending as follows:

(a) Insured Interest (description, quantity and packing)
(b) Insured Value
(c) Insured Voyage
(d) Name and Sailing or Flying Date of Carrying Vessel or Airplane
(e) Others as may be required

Failure to so declare shall at this Corporation's option render this Open Policy null and void as from the date of such failure.

In the event of any particulars as enumerated above not being known at the time of attachment of the risk, the Assured shall beforehand make provisional declaration with such particulars as are available, and definite declaration shall be made as soon afterwards as practicable. Against such declaration, this Corporation shall issue a policy or certificate which is necessary for the Assured to make a claim against this Corporation for any loss or damage happening to the insured interest.

It is however agreed that this Open Policy shall not be prejudiced by any omission, error or delay in making declaration, except for those made intentionally or by gross negligence, provided prompt notice be given to this Corporation as soon as the said omission, error or delay has become known to the Assured and subject to the adjustment of premium if and as required.

This Corporation shall have the privilege, at any time during business hours, to inspect the records of the Assured as regards shipments and sendings coming within the provisions of this Open Policy.

3. **SETTLEMENT OF LOSS CLAUSE**

All adjusted claims shall be paid or made good to the Assured within fifteen (15) days after presentation and acceptance of satisfactory proof of interest and loss at the office of this Corporation. No loss shall be paid or made good if the Assured has collected the same from others.

4. **CLAIMS PROCEDURE CLAUSE**

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

(1) To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
(2) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
(3) When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official.
If the container is delivered damaged or with seals broken or missing or with seals other than

as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

(4) To apply immediately for survey by Carriers‘ or other Bailees’ Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

(5) To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

5. DOCUMENTATION OF CLAIMS

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

(1) Letter of claim
(2) Original policy or certified of insurance
(3) Original or certified copy of shipping invoices, together with shipping specification or weight notes
(4) Original or certified copy of Bill of Lading or other contract of carriage
(5) Survey report, damage report or other documentary evidence to show the extent of the loss or damage
(6) Landing account and weight notes at port of discharge and final destination
(7) Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

6. PAYMENT OF PREMIUMS CLAUSE

Premium is calculated and paid according to the Assured’s monthly declaration of each and every shipment.

7. CONVEYANCE CLAUSE

All shipments are to be shipped per approved mechanically self-propelled vessels of steel construction subject to the Institute Classification Clause (1/1/2001) or aircraft and connecting conveyances by land or otherwise.

8. ALTERATION CLAUSE

This Corporation reserves the right to alter rates, conditions or other terms contained herein by giving a thirty (30) days previous notice in writing to the Assured. Such alteration shall become effective on the expiry of thirty (30) days counting from midnight of the day on which such notice is given by this Corporation and, however, shall not prejudice any risk then pending.

9. VALUATION CLAUSE

Import and Export: Invoice value plus 10%

Inland Transit:

(1) For Domestic Sales – Cost
(2) For Domestic purchasing –Invoice value
(3) For Domestic Reprocessing -
  (i) Before reprocessing – Cost
  (ii) After reporcessing - cost of the goods plus reprocess expense
(4) Export shipment sold on FOB and C&F terms - Invoice value
(5) Import shipment purchased on CIF terms - Invoice value

Returned and used goods and goods to be repaired – Actual cash value

10. VOYAGE CLAUSE
This Open Policy covers the voyages respectively:

Import:
From any ports or the supplier's warehouse in XXXXX to any ports in Taiwan thence up to the Assured's warehouse or the Assured's appointed warehouse in Taiwan.

Export:
From the Assured's warehouse or the Assured's appointed warehouse in Taiwan to any ports in XXXXX thence up to the consignee's warehouse in XXXX .

But excluding any shipment from or to Iran, Iraq, Syria, Afghanistan, Angola, Cambodia, Laos, Burma, African countries (except Republic of South Africa and Egypt), Nepal, Cuba, Western Balkans, Belarus, Sudan, Liberia, Zimbabwe, Ivory Coast, The Congo, Mainland China (except coastal provinces of Mainland China) and North Korea or other war areas

Inland Transit:
(1) For Domestic Sales -
From the Assured's warehouse in Taiwan to its buyer's warehouse in Taiwan
(2) For Domestic Purchasing–
From the seller's warehouse in Taiwan to the Assured's warehouse in Taiwan.
(3) Domestic Reprocessing -
From the Assured's warehouse in Taiwan to the reprocessor's warehouse in Taiwan and vice versa
(4) Export shipment sold on FOB and C&F terms -
From the Assured's warehouse and/or the Assured's appointed warehouse in Taiwan to any ports in Taiwan and until on board the overseas vessel and/or on aircraft, including temporary storage at the customs warehouse for a period not exceeding XXX days
(5) Import shipment purchased on CIF terms -
From any ports and/or airports in Taiwan to the Assured's warehouse and/or the Assured' appointed warehouse in Taiwan

11. INSTITUTE REPLACEMENT CLAUSE (applied to brand-new machinery)
In the event of loss of or damage to any part or parts of an insured merchandise caused by a peril covered by this Open Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part of 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 this Corporation exceed the insured value of the complete merchandise.

12. SECOND HAND REPLACEMENT CLAUSE

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

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

13. ON DECK SHIPMENT CLAUSE (with the exception of loading on container ship)
In the event of shipments being carried on deck (which must be so declared to this Corporation at the time of reporting risks), such shipments are insured subject, however, to Institute Cargo Clauses (C) only but including the risks of Jettison & Washing Overboard unless otherwise agreed.

14. RETURNED AND SECOND-HAND GOODS CLAUSE
It is agreed that this Open Policy shall cover shipments of returned and second-hand goods subject to the terms and conditions as follows:

Institute Cargo Clauses (C) or Inland Cargo Transit Clause (C)
Including theft and non-delivery of an entire package
Institute War and Strikes Clauses as applicable
Institute Replacement Clause or Second-hand Replacement Clause (depending on whether new or second value declared)

In case a surveyor's report is made prior to the return of the goods, the cover shall be subject to the original policy terms and conditions but excluding damage noted on such report. The report should be made available to this Corporation.

15. OPEN-TOP AND FLAT CONTAINER SHIPMENT CLAUSE
In no case shall this insurance cover rust, oxidation, discoloration or any loss damage or expense resulting from water for whatever reason in case that the interest insured is loaded in open-top container or flat container.

16. COMMENCEMENT OF INSURANCE CLAUSE
This Open Policy shall cover and attach on all consignments commencing transit on and after xxxxxxxxx and remain in force thereafter until xxxxxxxxxx and may be cancelled by either party giving to the other a thirty (30) days previous notice in writing of the intention to determine.

17. NOTICE OF CANCELLATION CLAUSE
This Open Policy may be cancelled by either this Corporation or the Assured giving thirty (30) days notice in writing of the intention to determine.

Such cancellation shall become effective on the expiry of thirty (30) days counting from midnight of the day on which such notice is given by or to this Corporation, but it shall not apply to any shipment to which the risk shall have attached before such cancellation becomes effective.

If this Open Policy covers war and strikes etc. risks, same may be cancelled by either party giving (7) days (48 hours in respect of sending to or from the U.S.A) notice subject to Institute War Cancellation Clause and Institute Strikes Cancellation Clause.

18. LIMIT OF LIABILITY CLAUSE
Unless otherwise previously declared and agreed, this Corporation's liability under this Open Policy shall not exceed the following limit in any one casualty or loss per Bottom/Conveyance:

Import and Export:

Shipment by Steamer and connecting land conveyance	US$
Shipment by Airplane or Railroad or Truck	US$
Shipment by Licensed Courier (limited to FedEx, DHL, TNT and UPS)	US$
Shipment by Registered Mail or Parcel Post	US$

Inland Transit:

Shipment by Railroad or Truck or Van	US$

19. INSTITUTE LOCATION CLAUSE

Notwithstanding anything to the contrary contained in this policy, this Corporation's liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed US$ XXXX (US DOLLARS XXXX ONLY).

20. TERMS CONDITIONS AND RATE CLAUSE

This Open Policy is subject to the terms and conditions of this Corporation's printed standard policy form and the applicable clauses attached to or printed on the back of this policy.

Interest Insured

Terms and Conditions

Import and Export:

Subject to
- Institute Cargo Clauses (A)/(Air)
- Institute War Clauses (Cargo)/(Air Cargo)
- Institute Strikes Clauses (Cargo)/(Air Cargo)
- Including the risks of loading and unloading onto and from land conveyance as long as the Assured has an insurable interest.

Inland Transit:

Subject to
- Inland Cargo Transit Clause (A)
- Including the risks of loading and unloading (excluding lifting by crane) onto and from the land conveyance.

General Conditions:
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
- Computer Millennium Clause (Cargo) - With Named Peril Extension(JC 98/024 dated 13/8/98)
- Terrorism Exclusion
- Excluding electronics, electrical & mechanical derangement and all breakdown unless caused by insured perils.
- Excluding the risks of lifting by crane onto and from the Assured's warehouse sited on the second or higher stories.

For import shipment purchased on CIF terms or other terms which include marine insurance only –

Unless an engineer's or surveyor's report is made prior to taking delivery from the customs warehouse, the following terms and conditions shall apply:

Inland Cargo Transit Clause (C)

Including theft, pilferage and non-delivery of an entire package

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause
Computer Millennium Clause (Cargo) – with Named Peril Extension (JC 98/024 dated 13/8/98)

Rate

Import :
Export:
Inland Transit:

Remark

(1) An additional premium shall be charged if the carrying vessel is over 15 years of age (Approved Liner excepted) subject to Overage Surcharge Scale.
(2) An additional premium shall be charged if the carrying vessel is below 1,000 GRT in accordance with scale issued by the Marine Committee of The Non-life Insurance Association of Republic of China.
(3) The above rates are subject to change for war area according to the schedule issued by The War Risks Rating Committee, London.
(4) The minimum charge for any single policy or declaration per shipment is NT$400.00.

(中文摘要)貨物運輸險預約保單標準附加條款
本標準條款適用於保險公司與被保險人簽訂長期合約（通常一年(含)以上）使用，可依被保險人之需求修改承保內容，保險雙方均需按合約內容行使權利及盡義務。

TEMPORARY STORAGE CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

For the goods insured and imported to Taiwan, it is agreed that the coverage is extended to cover temporary storage risks at the location other than Assurd's warehouse in Taiwan for a period no longer than xx days counting from the day on the goods insured entering warehouse in the warehouse after unloading from vessel or aircraft for forward transit.

（中文摘要）暫存附加條款
承保範圍： 本條款擴大承保貨物於運送途中進入暫時存放倉庫後ｘｘ天內之短暫儲存風險。

Label Clause (applying to labelled goods)

96.12.28（96）台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）貨物運輸險標籤條款

本保險僅對標籤因承保事故引起之損害負賠償責任，以換新標籤及重貼之費用為限。

JETTY CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 is this Policy and that this Company's shall not by liable for any loss or damage occurring or found after the above mentioned survey.

(中文摘要)碼頭公證附加條款
承保偷竊、 短少之損失，以貨物到最後卸貨港碼頭卸貨為止。 如在上述地點發現損失須向理賠代理商申請公證且確定損失。被保險貨物在此以後所遭受偷竊短少損失，本保險不負賠償責任。

SELLER'S CONTINGENT INTEREST CLAUSE(B)

(applied to shipments in which the Assured is the seller)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Where the goods are sold on FOB、CFR、EX-WORKS or other terms which exclude marine insurance but the buyer fails to effect the insurance, such shipments (excluding those which are sold through L/C) shall also be covered under this Open Policy subject to the original terms and conditions.

This Corporation is to be subrogated to the Assured's rights against the buyer as well as other parties.　Any assignment of this Open Policy or of any interest or claim hereunder shall discharge this Corporation from all liability whatsoever.

The Assured is bound to declare to this Corporation the particulars of such shipments (excluding those which are sold through L/C).　The sales terms of the shipments shall also be specified in the declaration.

This insurance shall not be deemed a double insurance and shall not be divulged to the buyer.

（中文摘要）**賣方(或有)利益附加條款(B)**（適用於被保險人為賣方時）

保險公司同意依本合約規定之保險條件承保被保險人以 FOB、CFR、EX-WORKS 或其他未含保險之買賣條件出口之貨物(信用狀交易者除外)，但僅於被保險人之國外買受人未依買賣契約規定辦理投保，該批貨物遭受本合約承保之損失而國外買受人拒付該損失之貨款時，保險公司負賠償責任。

保險公司因此取得向國外買受人及其他對該損失應負責任一方行使代位求償之權利。 本保險並不得轉讓給任何利益相關之他方。

被保險人必須向保險公司申報所有上述買賣條件出口貨物(信用狀交易者除外)之裝運資料，並將買賣條件註明於申報單上。

本賣方利益保險不視為重複保險，被保險人並不得將本保險告知國外買受人。

SELLERS INTEREST CONTINGENCY CLAUSE(A)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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.

（中文摘要）賣方或有利益附加條款(A)

本保險承保賣方(即被保險人)依 FOB/FAS 或類似出口貿易條件之或有利益，但應受限於下列條件：

(1)買方拒絕接受該批貨物;

(2)買方於該批貨物到達最終倉庫前解除合約

(3)被保險人合理為了保全運送中貨物的利益，而對該貨物使用留置權或中斷其運送或終止銷售契約

損失評估以被保險人銷售契約的售價為賠償基礎

本保險承保該批貨物因退運或該貨物得到妥善處理止

被保險人不得告知買方有該保險亦不得視為複保險

被保險人必須採取適當措施(包括保險公司之要求)以防止或減輕其損失，並要求買方履行銷售契約

REPLACEMENT CLAUSE (For applying to machinery)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

IN the event of loss or damage to any part or parts of an insurance 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 in 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.

(中文摘要)機器重置附加條款(適用機器)

損害之賠償責任以該損害部分之重置或修理費用，加運費及安裝費用但不包含關稅，且以不超過保險金額為限。

DUTY CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 of discharge shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being loss 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.

（中文摘要）關稅附加條款

因所承保之事故發生而被保險人遭受部分關稅損失時，保險人須依據保險單條款規定賠付分損。若承保貨物全部毀損，保險人須於被保險人付清關稅後依據保險單條款規定賠付全損。若本保險單所載關稅保險金額超過所保貨物完好抵達本保險單之最後卸貨港後依有關法規課徵之實際關稅金額，保險人之賠償責任以不超過實際關稅之損失金額為限。
若本保險單所載關稅保險金額較上述實際之關稅金額為低時，保險人則按保險金額與實際關稅金額之比例賠付之。
若保險人決定將貨物讓與海關當局，藉免關稅之繳付時，被保險人應予同意，因而減少之關稅，應自賠付金額中扣除之。

承保範圍：倘關稅保險金額超過應課徵關稅金額(超額保險)，保險人賠償責任以 不超過實際損失之關稅金額為限。
倘關稅保險金額低於應課徵關稅金額(不足額保險)，保險人按比例賠付。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR CLAUSES (CARGO)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  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.
2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3 In no case shall this insurance cover
  3.1 loss damage or expense attributable to wilful misconduct of the Assured
  3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  3.4 loss damage or expense caused by Inherent vice or nature of the subject-matter insured
  3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk Insured against (except expenses payable under Clause 2 above)
  3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  3.7 any claim based upon loss of or frustration of the voyage or adventure
  3.8 loss damage or expense arising from any hostile use of any weapon of war employing

atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4 4.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servant are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

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 Underwriters 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 15 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 goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium If required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part Is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,

or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Underwriters before the commencement of such further transit and subject to* *an additional premium*, such insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter Insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged,' when the vessel sails front" such deemed final port of discharge;

thereafter such insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the over sea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

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

(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 it 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)

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

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

CLAIMS

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

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

9 9.1 If any lncreased 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.

9.2 Where this Insurance Is on Increased Value the following clause shall apply:

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

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

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

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

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: 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.

（中文摘要）協會貨物保險兵險條款

除下列第３與第４條之規定外，本保險承保保險標的物因下列危險事故引起之毀損獲滅失：

5.3. 戰爭、內戰、革命、叛亂、叛變或由其引起之內亂，或交戰國間之敵對行為。

5.4. 捕獲、扣押、拘管、禁制或扣留，及其結果或上項任何企圖。

遺棄之水雷、魚雷、炸彈或其他武器。

除外不保事項：

6. 一般除外條款

本保險不承保下列事項：

6.1. 歸因於被保險人故意不當所致之毀損、滅失或費用。

6.2. 保險標的物之正常漏損，正常之失重或失量或正常耗損。

6.3. 保險標的物包裝或配製不良或不當所致之毀損、滅失或費用。（本條款所指之「包裝」包括貨櫃或貨箱內之裝載，但此種裝載以在本保險生效前由被保險人或其受僱人所完成者為限。）

6.4. 保險標的物固有瑕疵或本質所致之毀損、滅失或費用。

6.5. 主要由於遲延所致之毀損、滅失或費用，即使其遲延係由承保之危險所致者。（但上述第２條應賠付的費用不在此限。）

6.6. 因船舶所有人、經理人、租傭人或營運人破產或負債引起之毀損、滅失或費用。

6.7. 由於航程或冒險喪失或中止之任何索賠。

6.8. 任何敵對性使用原子或核子分裂、融合或其他類似反應或放射物質之武器所引起之毀損、滅失或費用。

7. 不適航及不適運除外條款

7.1. 本保險不承保載運船舶或駁船不適航，或載運船舶或駁船，運輸工具，貨櫃或貨箱不適安全裝運所引起之毀損，滅失或費用，但此種不適航或不適運以被保險人或其受僱人於保險標的裝船時已知情者為限。

7.2. 保險人放棄任何違反船舶適航及船舶適運保險標的物至目的地之默示保證，但被保險人或其受僱人對此項不適航或不適運已知情者不在此限。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE STRIKES CLAUSES (CARGO)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

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

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

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

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

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 (for the purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from
unseaworthiness of vessel or craft,
unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded wherein.

DURATION

5. 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees’ or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution,
or

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising form the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

CLAIMS

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

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

Continued …

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

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

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

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

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

MINIMISING LOSSES
11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

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.

(中文摘要)INSTITUTE STRIKES CLAUSES (CARGO)協會貨物保險罷工險條款

本保險承保因下列危險事故引起被保險標的物之滅失或毀損：
1.因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。
2.因任何恐怖主義份子或任何人的政治動機引起者。
一般除外條款
本保險不承係下列事項：
1.1. 歸因於被保險人故意不當所致之毀損、滅失或費用。
1.2. 保險標的物之正常漏損、正常之失重或失量或正常耗損。
1.3. 保險標的物包裝或配置不良或不當所致之毀損、滅失或費用。(本條款所指之「包裝」包括貨櫃或貨箱內之裝載，但此種裝載以在本保險生效前由被保險人或受

傭人所完成者為限。）

1.4. 保險標的物固有瑕疵或本質所致之毀損、滅失或費用。

1.5. 主要由於遲延所致之毀損、滅失或費用，即使其遲延係由承保之危險所致者。(但上述第2條應賠付的費用不在此限。）

1.6. 因船舶所有人、經理人、租傭人或營運人破產或賴債引起之毀損、滅失或費用。

1.7. 因罷工、停工、工潮、暴動或民眾騷擾結果所致任何情況之勞工缺乏、短缺、或抵制引起之毀損、滅失或費用。

1.8. 由於航程或冒險喪失或中止之任何索賠。

1.9. 使用原子或核子分裂、融合或其他類似反應、或放射物質之武器所引起之毀損、滅失或費用。

1.10. 因戰爭、內戰、革命、叛亂、叛變、或由其引起之內亂、或交戰國間之敵對行為引起之毀損、滅失或費用。

INSTITUTE AIR CARGO CLAUSES (ALL RISKS)

(excluding sendings by Post)

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

[Transit Clause]

3 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises 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, premises or place of storage at the destination named in the policy,

(b) to any other warehouse, premises 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 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contrast of carriage.

[Termination of Adventure Clause]

2. 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 adventure is otherwise terminated before delivery of the subject-matte insured as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required,

this insurance shall remain in force until either

(i) the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after completion of unloading of the subject-matter hereby insured from the aircraft at such place, whichever shall first occur,

or (ii) if the subject-matter is forwarded within the said period of 30 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 l above

[Change of Voyage Clause]

3. Held covered at a premium to be arranged in case of change of transit or of any omission or error in the description of the subject-matter insured or of the transit.

[All Risks Clause]

4. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of parentage.

[Constructive Total Loss Clause]

5. No claim for Constructive Total Lola shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of their 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.

[Bailee Clause]

6. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third partial are properly preserved and exercised.

[Not to Inure Clause]

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

[F.C. & S. Clause]

8. 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, floating or airborne object (other than a mine, torpedo or warlike missile), heavy weather or fire unless caused directly (and independently of the venture or service which the aircraft concerned or, in the case of a collision, any other aircraft involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty ‘power’ includes any authority maintaining naval, military or air forces in association with a power.

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

Should Clause No. 8 be deleted, the current Institute War Clauses(Air) (excluding sendings by Post) shall be deemed to form port of this Insurance.

[Frustration & Confiscation Clause]

9. This policy is warranted free of any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes Peoples Usurpers or persons attempting to usurp power,

   and

   from any claim for loss damage or expense arising from confiscation or nationalization or requisition.

[F.S.R. & C.C. Clause]

10. 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.

[S.R. & C.C.]

11. **Should Clause No. 10 be deleted,** this insurance covers loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, but warranted free of loss or damage proximately caused by the absence, shortage or withholding of power, fuel or labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion, or of any claim for expensed arising from delay.

[Reasonable Despatch Clause]

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

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

（中文摘要）協會貨物空運保險條款（全險）

為協會貨物(舊式)條款和新式條款承保範圍類似(增加除外事項-海上劫掠)

EXTENDED COVER CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 and transhipment
(2) 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.

(中文摘要)延伸附加條款

被保險人無法控制延遲、被迫卸載、重新裝船或轉船，由於船東行使運送契約授與自由運輸權而引起危險變更， 不得視為擴大承保延遲、固有瑕疵等所引起損失。

INSTITUTE CLASSIFICATION CLAUSE

96.12.28(96)台蘇保行展字第 125838-3 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 do not exceed 25 years of age, or
2.2. were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of

age.

CRAFT CLAUSE

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

NATIONAL FLAG SOCIETY

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

PROMPT NOTICE

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

LAW AND PRACTICE

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

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

(中文摘要)協會貨物保險船舶敍級條款

對貨物運送載運船舶須合乎下列規定：

1. 合格船隻規定
2. 船齡限制
3. 船旗國協會規定
4. 船舶規定

ARBITRATION CLAUSE

97.1.25(97)台蘇保行展字第 125804-1 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

The arbitrators shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree, then, on the request of the Insured or the Insurers, such umpire shall be selected by a judge of a court of record in Taiwan, R.O.C. in which such arbitration is pending.

The arbitrators shall then arbitrate 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 Insured and the Insurers shall each pay his or its chosen arbitrator and shall bear equally the other expenses of the arbitration and umpire. The Clauses shall apply to risks attaching subsequent to the date of expire of the said notice.

（中文摘要）仲裁條款

如果保險雙方對於損失金額無法達成協議時，得依中華民國台灣之仲裁法進行仲裁。

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR CLAUSES

(sendings by Post)

97.1.25(97)台蘇保行展字第125804-1號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

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

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.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3 In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage i~. carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by Inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk Insured against (except expenses payable under Clause 2 above)

3.6 any claim based upon loss of or frustration of the voyage or adventure

3.7 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

4 This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5 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

6 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period cover by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

MINIMISING LOSSES

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

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

and

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

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

10 This insurance is subject to English law and practice.

（中文摘要）**協會貨物保險郵運兵險條款**

除下列第(三)條之規定外，本保險承保保險標的物因下列危險事故引起之毀損或滅失：

(一) 1. 戰爭、內戰、革命、叛亂、叛變或由其引起之內亂，或交戰國間之敵對行為。

2. 捕獲、扣押、拘留、禁止或扣留，本條款第一款承保危險引起者，及其結果或任何威脅企圖。

3. 遺棄之水雷、魚雷、炸彈或其他武器。

除外不保事項：

(三)一般不保條款

1. 歸因於被保險人故意過失引起的損害或費用。

2. 保險標的物之正常漏損，正常之失重或失量或正常耗損。

3. 保險標的物包裝或配製不良或不當所致之毀損、滅失或費用。（本條款所指之「包裝」包括貨櫃或貨箱內之裝載，但此種裝載以在本保險生效前由被保險人或其受僱人所完成者為限。）

4. 保險標的物固有瑕疵或本質所致之毀損、滅失或費用。

5. 主因為遲延引起的損害或費用，包括承保之危險事故引起的遲延在內。（但上述第(二)條共同海損條款可予賠付的費用不在此限。）

6. 任何由於船程中止引起的損失。

7. 任何敵對(hostile)使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

NOMINATED ADJUSTER CLAUSE

97.1.25(97)台蘇保行展字第 125804-1 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is mutually agreed that for the assessment and adjustment of a loss, the following adjusters shall be appointed:

（中文摘要）指定公證人條款

茲經保險雙方同意，指定共同之公證人處理賠案。

BULK OIL CLAUSES

97.1.25(97)台蘇保行展字第 125804-1 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

1.The Assured are 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. The seaworthiness of the vessel and/or craft as between the Assured and Assurers is hereby admitted, and the Assurers agree that in the event unseaworthiness or a wrongful act or misconduct of shipowner, charterer, their agents or servants, shall directly or indirectly, cause loss or damage to the cargo insured by sinking, stranding, fire, explosion, contact with seawater, or by any other cause of the nature of any of the risks assumed in the policy, the Assurers will (subject to the terms of average and other conditions of the policy) pay to an innocent Assured the resulting loss. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations and to be towed.

2.Provided prompt notice be given the Assurers when such facts are known to the Assured and additional premium be paid if required, it is understood and agreed that in case of short shipment in whole or in part by the vessel reported for insurance hereunder, or if the goods be transhipped by another vessel or vessels, or be carried beyond or discharged short of destination, or in the event of deviation, or change of voyage, or any interruption or other variation of the voyage or risk beyond the control of the Assured, this insurance shall nevertheless cover the goods until arrival at the final destination named in the policy or certificate of insurance or until the subject matter insured is no longer at the risk of the Assured, whichever may first occur. No additional risks (whether of delay or of any other description) are insured under this clause, which is intended merely to continue the insurance in force against the same risks named elsewhere in this policy or certificate and if the risks of War, Strikes, Riots or Civil Commotions, or any of these risks, are insured against, the insurance against such risks shall not be extended by this clause to cover contrary to any express provision of such insurance.

3.Including all risks of transhipment if required and of craft to and from the vessel, each lighter, craft or conveyance to be considered as if separately Insured; also to cover any special or supplementary lighterage at additional premium if required. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.

4. General Average, Salvage and Special Charges, as per foreign custom, payable according to foreign statement, and/or per York- Antwerp Rules and/or in accordance with the contract of affreight- ment, if and as required; or, failing any provision in or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York; and it is agreed that in the event of salvage, towage or other assistance being rendered to the vessel and/or interest hereby insured by any vessel belonging in part or in whole to the same owner or under the same management, the value of such services (without regard to the common ownership or manage- ment) shall be ascertained by arbitration and the amount so awarded, insofar as applicable to the interest hereby insured, shall constitute a charge under this policy.

5. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which or for the consequences of which the Shipowner is not responsible by statute or contract or otherwise, these Assurers shall nevertheless pay Salvage and/or Special Charges incurred in respect of the interests hereby insured and shall contribute with the Shipowner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred.

6. It is agreed that no right of subrogation except through General Average shall lie against any vessel or craft, or in respect to any pipe lines, on which cargo hereby insured is being carried or in respect of which freight insured hereunder is at risk, belonging in part or in whole to a subsidiary and/or affiliated company.

7. Against all risks whatsoever (excepting as hereinafter provided) excluding the risks excepted by the F. C. & S. and S. R. & C. C. warranties incorporated herein, from time of leaving tanks at port of shipment and whilst in transit and/or awaiting transit and until safely delivered in tanks at destination, but notwithstanding anything herein to the contrary, the Assurers are not liable for shortage and/or leakage and/or contamination (except as elsewhere in this policy pro- vided) unless caused by or arising out of the vessel or craft being stranded, sunk, burnt, in collision or in contact with any substance or thing (ice included) other than water, fire, explosion (howsoever and wheresoever occurring) or there be a forced discharge of cargo; pro- vided, however, that these Assurers are liable for contamination resulting from stress of weather.

It is agreed that notwithstanding anything herein to the contrary, this insurance is to pay the insured value of any oil lost from con- necting pipe lines, flexible or otherwise, in loading, transhipment or discharge.

Claims are to be paid irrespective of percentage, but subject to deduction for normal shortage.

8. This insurance is also especially to cover any loss of and/or damage to the interest insured hereunder, including shortage and/or leakage and/or contamination, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appur- tenances, or from faults or errors in the navigation and/or manage- ment of the vessel by the Master, Mariners, Mates, Engineers or Pilots; provided, however, that this clause shall not be construed as covering loss arising out of delay, deterioration or loss of market, unless otherwise- provided elsewhere in this policy.

9. These Assurers also agree that any action or proceeding against them for the recovery of any claim under or by virtue of this insurance shall not be barred if commenced within the tune prescribed therefor in the Statutes of the State of New York,

10. The warranty that vessel he loaded under inspection of surveyors appointed by the underwriters is hereby waived.

11. In the event that this Policy is extended to cover property prior to the attachment or subsequent to the expiration of the cover provided by the attached Marine Extension Clauses, such extension shall always be subject to the following exclusion unless specifically otherwise stated in writing signed by this company in the extension endorsement or otherwise:

This Company shall not be liable for any claim for loss, damage or expense arising directly or indirectly from any nuclear incident, reac- tion, radiation or any radio-active contamination, all whether controlled, or uncontrolled, occurring while said property is within the United States or any territory of the United States, the Canal Zone or Puerto Rico, or arising from a source therein, and whether the loss, damage or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, if this Policy insures against the peril of fire, then direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this Policy.

12. Notwithstanding anything herein contained to the contrary, this insurance is warranted free from capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; 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 fusion or other reaction or radioactive force or matter or by any mine or torpedo, also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, 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 purposes 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.

13. Warranted free of loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.

14. If this policy is issued for a period of time, it is agreed that should the vessel at the expiration hereof be at sea, or in distress, or at a port of refuge or of call, the interest hereby insured shall, pro- vided previous notice be given to the insurers, be held covered at a pro rata premium until arrival at port of destination.

15. Where goods are shipped under a bill of lading containing the so-called “Both to Blame Collision” Clause these Assurers agree, as to all losses covered by this insurance, to indemnify the Assured for any amount (up to the amount insured) which the Assured may be legally bound to pay to the shipowners under such clause. In the event that such liability is asserted the Assured agree to notify the Assurers who shall have the right at their own cost and expense, to defend the

Assured against such claim.

（中文摘要）**散裝石油條款(SP-13C)-JAN.1962**

本保險承保除後列所訂以外之一切危險，但不保對捕獲、扣押、罷工、暴動及民眾騷擾險所除外之危險。本保險自離開裝油港油庫之時生效，經海上運送，等待運送過程，直至安全在目的港油庫卸載時為止。不過，即使在此有任何相反之規定，保險人對短少、漏損以及污染(除非本保單另有約定)不負賠償之責，但是係因船舶或駁船擱淺、沉沒、火燒、碰撞或與水以外之物體(包括冰)觸撞、火災、爆炸(無論如何發生或在何處發生)或被迫卸貨者除外；無論何種情況，保險人仍對惡劣氣候所導致之污染負賠償之責。茲同意即使有任何相反之規定，本保險對任何自連接管線在裝卸或轉運所損失之油料負責，賠付時不計比例，但須扣除正常耗損之自負額。

本保險同時特別加保因鍋爐爆炸、軸承斷裂或因機器、船體或附屬物件之固有瑕疵或因船長、船員、船副、輪機人員或領港在航行、船舶管理上之錯誤所致之短少，漏損或污染；不過，除非本保單另有規定，本條所述不得詮釋為承保遲延、品質下降或喪失市場之損失。

LIFTING/HOISTING RISK CLAUSE

97.2.25. (97)台蘇保行展字第 125812-1 號函
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

This Insurance Policy shall extend to cover the risk of lifting/hoisting by crane onto and from the Assured’s warehouse sited on the second or higher stories, but for each one loss or damage, __% of the loss amount should be borne by the Assured itself.

（中文摘要）**吊運險附加條款**

本保險擴大承保貨物運抵被保險人倉庫或其他指定之處所時高樓吊運之風險，唯每一吊運所致之損失，甲方需自行負擔損失之百分之 ____。

ERRORS AND OMISSIONS CLAUSE

97.2.25. (97)台蘇保行展字第 125812-1 號函
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

The Assured shall not be prejudiced by any unintentional delay or omission in the reporting hereunder or any unintentional error in the amount or description of the interest, vessel or voyage, or if the subject matter of the insurance be shipped by any other vessel, if notice is given to this Corporation as soon as practicable after said facts become known to the Assured and deficiency or premium, if any, made good.

（中文摘要）錯誤及遺漏附加條款

由於被保險人非故意之延遲或遺漏通知，或在數量、貨物、船舶、航程的錯誤說明、或保險標的物被裝載於任何其他船舶，但於被保險人一知情馬上通知保險公司，並於加繳保險費前提下，本保險仍視為有效。

INSTITUTE FROZEN MEAT CLAUSES (C) and 24 Hours Breakdown

(not suitable for chilled, cooled or fresh meat)

97.3.7(97)台蘇保行展字第 125816-1 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses4, 5, 6 and 7 below,
1.1 loss of damage ot the subject-matter insured attributable to
1.1.1 fire or explosion
1.1.2 vessel or craft being stranded grounded sunk or capsized
1.1.3 overturning or derailment of land conveyance
1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
1.1.5 discharge of cargo at a port of distress
1.1.6 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
1.2 loss of or damage to the subject-matter insured caused by
1.2.1 general average sacrifice
1.2.2 jettison.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

"Both to Blame Collision" 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.

EXCLUSIONS

General Exclusions Clause

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 preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense covered under Clause 1.1.6 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6 loss damage or expense caused by insolvency or financial defauly 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, or in the ordinary course of business shoulid be aware, that such insolvency of financial default could prevent the normal prosecution of the voyage.
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of 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 fire resulting therefrom
4.9 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and / or fire resulting therefrom
4.10 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

Unseaworthiness and Unfitness Exclusion Clause

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 liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
5.2 Where this insurance has been assigned to the party claiming herunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

War Exclusion Clause

6. In no case shall this insurance cover loss damage or expense caused by
6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
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.

Strikes Exclusion Clause
7. In no case shall this insurance cover loss damage or expense
7.1 caused by strikers, oocked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
7.2 resulting from strikes, lock-out, labour disturbances, riots or civil commotions
7.3 caused by any terrorist or any person acting from a political motive.

DURATION
Transit Clause
8 8.1 This insurance attaches from the time

8.1.1 the goods pass into the cooling and / or freezing
chambers of the works at the place named herein,
provided that the period in such chambers prior
to shipment on board the oversea vesselshall
not exceed 60 days unless prompt notice be
given to the Underwriters and an additional
premium paid for each furher period
of 30 days or part thereof
8.1.2 the goods are loaded into the conveyance at the
freezing works or cold store at the place named
herein for the commencement of the transit.
(注：8.1.1-8.1.2DELETE SECTIONS NOT APPLICABLE)
8.1.3 of loading of the goods into the oversea vessel.
8.2 This insurance continues during the ordinary course of transit to and whilst in
8.2.1 cold store at the destination named herein or
8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either
8.2.2.1 for storage other than in the ordinary course of transit or
8.2.2.2 for allocation or distribution.
8.3 This insurance terminates
8.3.1 for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days
8.3.2 for transit to a destination elsewhere on the expiry of 5 days
after final discharge of the goods from the oversea vessel at the port of discharge.
8.4 Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removel from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.
8.5 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than to which they are insured hereunder, this insurance, whilst beyond remaineing subject to termination as provided for above, shall not extend beyond the commencement or transit to such other destination.
8.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.

Termination of Contract of Carriage Clause

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 of the transit is otherwise terminated before delivery of the goods as provided for in /clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in fore, subject ot an additional premium if required by the Underwriters, either
9.1 until the goods are sold and delivered at such port or place, or unless otherwise specially agreed, until the expiry or 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage Clause

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and an conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

Insurable Interest Clause

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
11.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation of damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

Forwarding Charge Clause

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual 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.

Adjustment Clause

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, duty and all charges not incurred.

Increased Value Clause

15 15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum unsured 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.
15.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts

insured under all other insurances.

BENEFIT OF INSURANCE
Not to Inure Clause
16. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES
Duty of Assured Clause
17. It is duty of the Assured and their servants and agents in respect of loss recoverable hereunder
17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
17.2 to ensured that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

AVOIDANCE OF DELAY
Reasonable Despatch Clause
19. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE

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

NOTE: It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.
SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo , or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

（中文摘要）**協會冷凍肉類條款(C)連續 24 小時機器故障**

除第 4、5、6 及第 7 條款規定以外，本保險承保因下列危險事故引起的損失：
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
5. 在避難港之卸貨
6. 由於冷凍機器停止運轉連續超過 24 小時以上
7. 共同海損的犧牲
8. 投棄

INSTITUTE STRIKES CLAUSES (FROZEN MEAT)

(not suitable for chilled, cooled or fresh meat)

97.3.7. (97)台蘇保行展字第 125816-1 號

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

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

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

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

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

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 (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense 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 not prevent the normal prosecution of the voyage This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or has 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 equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.11 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom.

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 liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5. 5.1 This insurance attached from the time

5.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.

DELETE SECTIONS NOT APPLICABLE

5.1.2 the goods are loaded into the conveyance at the freezing works or cold storage at the place named herein for the commencement of the transit.

5.1.3 Of loading of the goods into the oversea vessel.

5.2 This insurance continues during the ordinary course of transit to and whilst in

5.2.1 cold storage at the destination named herein

or

5.2.2 any other cold storage which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

5.2.2.1 for storage other than in the ordinary course of transit or

5.2.2.2 for allocation or distribution.

5.3 This insurance terminates

5.3.1 *for transit to a destination in the Continent of Europe (including Erie and the United Kingdom), U.S.A. or Canada* on the expiry of 30 days

5.3.2 *for transit to a destination elsewhere* on the expiry of 5 days

after final discharge of the goods from the oversea vessel at the point of discharge.

5.4 Any disposal of the goods other than by storage as in 5.2.1 or 5.2.2 above (except with the prior consent of the Underwriters) or any removal from cold storage before the expiry of the relevant period in 5.3.1 or 5.3.2 above shall terminate the insurance on such goods.

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

5.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

CLAIMS

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

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

8.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

9. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

10. 10.1 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.

10.2 **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

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

MINIMISING LOSSES

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

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

12.2 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.

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

（中文摘要）**協會罷工險條款（冷凍肉類）**

除第 3 及第 4 條規定以外，本保險承保因下列危險事故引起被保險標的物之毀損或滅失：

1. 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起的。
2. 因任何恐怖主義或任何人的政治動機引起者。

INSTITUTE STRIKES CLAUSES (FROZEN FOOD)

(Excluding Frozen Meat)

97.3.7. (97)台蘇保行展字第 125816-1 號

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

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

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

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

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

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 (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

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

3.12 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. 5.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the cold store or place of storage at the destination named herein,

5.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

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 5 days after discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising form the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

CLAIMS

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

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

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

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

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

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

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.

（中文摘要）協會罷工險條款（冷凍食品）（不包含冷凍肉類）

除第 3 及第 4 條規定以外，本保險承保因下列危險事故引起被保險標的物之毀損或滅失：
3. 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起的。
4. 因任何恐怖主義或任何人的政治動機引起者。

Accumulation Clause (%)

97.4.8. (97)台蘇保行展字第 125820-1 號
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

The limit of liability expressed herein shall not apply in the event of accumulation of shipments in the ordinary course of transit due to circumstances outside the Assured’s control.

Underwriters agree to cover the excess amount up to the full value at risk, provided notice be given in all such cases as soon as known to the Assured, but in no event, Underwriters shall be liable for more than of the limit of liability expressed herein.

（中文摘要） 限額累積附加條款（ %）

本條款擴大承保標的物於正常運輸途中，因被保險人無法控制的累積風險，不受其每一運送航次限額所限。(通常為每一運送航次限額的　　%)

Accumulation Clause (　　%)

(Applied to multinational transportation, but excluding interest “　　”)

97.4.8. (97)台蘇保行展字第 125820-1 號

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

The limit of liability expressed herein shall not apply in the event of accumulation of shipments in the ordinary course of transit due to circumstances outside the Assured’s control.

Underwriters agree to cover the excess amount up to the full value at risk, provided notice be given in all such cases as soon as known to the Assured, but in no event, Underwriters shall be liable for more than　　　of the limit of liability expressed herein.

(中文摘要)　限額累積附加條款（　　%)
(適用於跨國運輸，但不包含”　　”貨物)

本條款擴大承保標的物於正常運輸途中，因被保險人無法控制的累積風險，不受其每一運送航次限額所限。(通常為每一運送航次限額的　　%)

DEBRIS REMOVAL CLAUSE

(Limit to　　% of loss payment)

97.4.8. (97)台蘇保行展字第 125820-1 號

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is hereby declared and agreed that this Corporation shall also be liable for the expenses incurred in removing the debris of interest insured, which may be occasioned by losses resulting from a peril covered under this Open Policy.

However, such indemnity shall be limited to　　% of loss payment of the goods. In no case shall this Corporation’s liability for both the loss of goods and the debris removal expenses exceed the amount insured of the goods lost or damaged.

(中文摘要)殘餘物清除附加條款

茲經通知並雙方同意，本合約所承保之標的物，如因承保事故發生遭受損失時，為清除其殘餘物所產生之必要費用，甲方亦應負賠償之責。

唯上述之每一事故賠償金額以該受損標的物賠付金額之　%為限。甲方所賠付該受損標的物之損失以及清除其殘餘物必要費用之總和以該受損標的物之保險金額為限。

UNATTENDED VEHICLE CLAUSE

97.4.8. (97)台蘇保行展字第 125820-1 號

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

Excluding theft loss of or damage to the subject matter insured resulting from an-unattended vehicle during transit.

（中文摘要）**無人看管條款**

本保險不承保保險標的物在運輸途中因運送工具無人看管所致竊盜之損失。

COMPUTER MILLENNIUM CLAUSE (CARGO)

- WITH NAMED PERIL EXTENSION

97.5.12(97)台蘇保行展字第 125826-1

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

This exclusion does not apply to:

1. claim for loss of or damage to the subject-matter insured reasonably attributable to
   - i) fire or explosion
   - ii) vessel or craft being stranded grounded sunk or capsized
   - iii) overturning or derailment of land conveyance
   - iv) collision or contact of vessel craft aircraft or conveyance with any external object other than water
   - v)total loss of aircraft iii flight
   - vi) discharge of cargo at a port of distress
   - vii) total loss of any package lost overboard or dropped whilst loading on to or unloading from vessel craft or aircraft
   - viii) General average sacrifice
   - ix) Jettison or washing overboard
   - x)Entry of sea lake or river water into vessel craft hold conveyance liflvan 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.

(中文摘要)電腦千禧年除外不保增加不適用列舉危險附加條款

本附加條款不承保任何電腦、電腦系統、電腦軟體、程式或處理過程，或任何電子系統的使用或操作所引起的，或與其有關任何原因，不論直接或間接所造成原依本保險即可獲賠之任何性質的滅失、毀損、費用或責任。而任何這些滅失、毀損、費用或責任，不論直接或間接起因於下列原因所造成者：

一、日期轉換成公元 2000 年或任何其他日期轉換，及／或

二、任何轉換或修改或任何這些電腦、電腦系統、電腦軟體、程式或處理過程或任何電子系統有關任何這些日期之轉換。

本除外規定不適用下述列舉危險：

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之索賠

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. 船舶或駁船航空器或運輸工具與除水以外的外在任何物體之碰撞或觸撞
5. 飛行中航空器全損
6. 在避難港之卸貨
7. 任何一件貨物於裝卸船舶駁船或航空器時落海或掉落之整件滅失
8. 共同海損的犧牲
9. 投棄或海浪掃落
10. 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存處所

二、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了本保險契約其他除外條款以外之任何原因所致之損失。

CONCEALED DAMAGE CLAUSE

97.10.3(97)台蘇保行展字第125844-1號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

It is agreed by both parties that the validity of this insurance is effective, subject to additional premium obtained, from the arrival of the subject- matter insured at the discharging port of final destination at the insured's warehouse, temporary place of storage or place of transshipment (whichever shall first occur) and extended especially for ___ days only.

This insurance does not cover the losses of impact, denting, shortage, weighting, rust, oxidation and discoloration occurred during the ___ days of extension period, provided that certain evidential document issued by the carriers obtained at time of discharge.

(中文)隱藏性損失附加條款
茲經雙方同意:
本保險單之效力於被保險人加付保險費後本保單之保險效力自「保險標的物到達最終目的港卸載後至被保險人之倉庫或其作為暫時存放或轉運處所(上述三種終止情形,以其先發生者為準)起算,特別延長___天為限」
惟保險標的物到達受貨人倉庫後發生之碰損、凹損、短少、失重以及生鏽、氧化及變色等風險仍不屬本保險單之承保範圍。除非卸貨時取得船公司所開立之有關證明文件。

INSTITUTE WAR CLAUSES (CARGO)

98.09.24 (98)台蘇保行展字第125816-1號
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

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

1.2 capture seizure arrest restraint or 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 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

<u>Transit Clause</u>

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 oncarried 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.

NOTE:- Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

（中文）協會貨物保險兵險條款
98.09.24 (98)台蘇保行展字第 125816-1 號
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

承保的危險

危險條款

1　除下列第三及四條之規定以外，本保險承保因下列危險事故引起被保險標的物之滅失或毀損：

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

1.2　因補獲扣押拘留禁止或扣留，本條款第一款承保危險引起者，及因上述危險或任何上述危險威脅企圖之結果。

1.3　遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

共同海損條款

2　本保險承保依據運送契約及或有關適用法律與實務慣例所理算或認定之共同海損與施救費用，而其發生係為了避免或有關避免在本（兵險）條款下承保的損失。

除外不保

3　本保險不保下列各項損失及費用

3.1　得歸因於被保險人的故意過失引起的損害或費用。

3.2　被保險標的物之正常的滲漏、正常的失重或失量、或正常的耗損。

3.3　被保險標的物之不良或不當包裝或配置引起的損害或費用，但以此種包裝或配置應能承受正常運輸途中的狀況並於本保險開始前或由被保險人或其雇用人完成者為限。（本條所謂的“包裝”包括在貨櫃或貨箱裝載內之裝載及“其雇用人”不包括獨立承包商）

3.4　被保險標的物之固有瑕疵或本質引起的損害或費用。

3.5　主因為延遲引起的損害或費用，包括承保之危險事故引起的延遲在內。（依第二條共同海損條款可予賠付的費用則不在此限）

3.6　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，由於船舶之所有人、經理人、租船人或船舶營運人之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被保險標的物善意受讓之索賠者。

3.7　任何由於航程中止引起的損失。

3.8　任何敵對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。

4.　4.1　本保險不承保下列原因引起被保險標的物之損害或費用

4.1.1　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的物之損害或費用，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。

4.1.2　載運貨櫃或貨箱或運輸工具不適安全運送。且貨物之裝載是在本保險生效前，或被保險人或其雇用人裝載者或不適安全運送於被保險標的物裝載時已為被保險人或其雇用人知悉者。

4.2　根據被保險人和他人簽定的購買合約，若被保險貨物經善意的第三者購買或同意購買且本保險合約以轉讓與他人時，前述除外事項 4.1.1 將不適用。

4.3　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被保險標的物至目的地的默示保證規定。

保險效力起訖

運送條款

5 5.1 本保險效力

5.1.1 僅於被保險標的物以及其任何部份被裝載於海輪上後開始以迄

5.1.2 依據下列本條第（二）款及（三）款，或被保險標的物以及其任何部份於最後卸載港或地從海輪卸下後，或自海輪到達最後卸載港或地之當日午夜開始起算屆滿十五天終止。

以何者發生在先為準；但是經被保險人之立即通知保險人以及加付額外之保險費，本保險效力。

5.1.3 得於當被保險標的物未能在最後卸載港或地卸下，海輪從此啟航時再予開始， 以迄

5.1.4 依據下列本條第（二）款及本條第（三）款，或被保險標的物以及其任何部分於最後卸載港（或替代港）或地從海輪卸下後，或自海輪再到達最後卸載港或地或海輪到達替代港或地之當日午夜開始起算屆滿十五天終止，以何者發生在先為準。

5.2 如於被保險航程中海輪於到達中途港或地將被保險標的物卸下由海輪或飛行器繼續載運，或該貨物自海輪被卸在避難港或地，則依據下列本條第（三）款及如經加付所需之額外保險費，本保險效力繼續自海輪到達該避難港或地之當日午夜開始起算屆滿十五天終止，但是，其後得於被保險標的物以及其任何部分被重行裝載於海輪或飛行器上後再行開始。

在上述卸載後十五天內僅被保險標的物以及其任何部分在該卸載港或地時保持有效。如該貨物在上述十五天內繼續載運或本保險效力再行開始，即依本條第（二）款規定。

5.2.1 如係由海輪繼續載運，本保險效力之繼續依本套條款規定，或

5.2.2 如係由飛行器繼續載運，現行協會貨物保險航空險兵險條款（郵運除外）應視為本保險之一部分並適用其規定。

5.3 倘如運送契約因故在保險單載明目的地以外之港口或地點終止時，則該港口或地點將被視為最後港或卸載港，本保險之效力即依據本條第（一）款第 2 項規定終止。倘如被保險標的物其後重行裝運至原目的地或其他目的地，而被保險人於此項進一步運輸開始前即予通知保險人以及加付額外之保險費後，本保險效力將於下列情況下再予開始以迄

5.3.1 在被保險標的物已被卸下之情況，當被保險標的物以及其任何部分被裝載於海輪上駛往原目的地時；

5.3.2 在被保險標的物未被卸下之情況，當海輪從此被視為最終卸載港啟航時

其後本保險效力之終止即依據本條第（一）款第四項規定終止。

5.4 本保險對於承保水雷及遺棄魚雷之危險，不論其為飄浮或浸在水中者，將延展至被保險標的物或其任何部分被裝載於駁船上運往海輪或自海輪運離後，但是無論如何絕不得超過自海輪卸載後屆滿六十天。

5.5 須經被保險人立即通知保險人，以及如果需要加付額外的保險費，本保險對於任何偏航或任何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，將依據本條款各款規定仍舊繼續有效。

本條款所謂的

“到達”係指船舶業已拋錨，停泊或是已繫妥在港務當局管轄區域內之碇泊處或地點，如果沒有此種可供碇泊處或地點，則當船舶首次拋錨，停泊或繫泊在或離開預定卸載港口或地點將被視為已到達。

“海輪”係指裝運被保險標的物從一處港口或地點經過海上航程而航行至另一處港口或

地點之船舶。

變更航程條款

6. 6.1 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，僅限於在商業市場上所允許的合理保險條件及費率。

6.2 依本保險對被保險標的物起運時所賦予意義而言（依據第5.1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。

7 凡本保險契約所載任何情事有與第 3.7, 3.8 或第 5. 條有不一致者，均屬無效。

理賠

保險利益條款

8 8.1 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時，必須持有保險利益。

8.2 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。

增值條款

9. 9.1 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。

9.2 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

10. 本保險

10.1 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。

10.2 不擴大承保或不擴及運送人或其他受託人之利益。

損害之減輕

被保險人義務條款

11 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：

11.1 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

11.2 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義務而適當及合理發生之費用，保險人得予補償之。

放棄條款

12 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。

延遲之避免

13 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。

法律及慣例

14 本保險悉依照英國法律及實務慣例辦理。

附註 倘依據上述第 5 條「運送契約終止條款」規定，要求繼續承保，或依據第 6 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。

INSTITUTE STRIKES CLAUSES (CARGO)

98.9.24(98)台蘇保行展字第125818-1號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the 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 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

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.

（中文）協會貨物保險罷工險條款

98.9.24(98)台蘇保行展字第 125818-1 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

承保危險　危險

1　除下列第(三)及(四)條之規定以外，本保險承保因下列危險事故引起被保險標的物之滅失或毀損：

1.1　因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。

1.2　代表任何人或相關組織的任何恐怖行動藉由合法或非法力量或暴力執行的所有組織活動直接推翻或影響政府。

1.3　任何人從政治，思想或者宗教動機為出發點的行動。

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實務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在本（罷工險）條款下承保的損失。

除外不保

3　本保險不保下列各項損失及費用

3.1　得歸因於被保險人的故意過失引起的損害或費用。

3.2　被保險標的物之正常的滲漏、正常的失重或失量、或正常的耗損。

3.3　被保險標的物之不良或不當包裝或配置引起的損害或費用，但以此種包裝或配置應能承受正常運輸途中的狀況並於本保險開始前或由被保險人或其雇用人完成者為限。(本 3.3 條所謂的“包裝”包括在貨櫃或貨箱裝載內之裝載及“其雇用人”不包括獨立承包商)

3.4　被保險標的物之固有瑕疵或本質引起的損害或費用。

3.5　主因為延遲引起的損害或費用，包括承保之危險事故引起的延遲在內。(依第二條共同海損條款可予賠付的費用則不在此限)

3.6 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，由於船舶之所有人、經理人、租船人或船舶營運人之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被保險標的物善意受讓之索賠者。

3.7 因罷工、停工、工潮、暴動或民眾騷擾結果引起任何情況之工人缺勸缺乏或抵制引起的損害或費用。

3.8 任何由於航程中止引起的損失。

3.9 任何敵對使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

3.10 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引起的害或費用。

4. 4.1 本保險不承保下列原因引起被保險標的物之損害或費用

4.1.1 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的物之損害或費用，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。

4.1.2 載運貨櫃或貨箱或運輸工具不適安全運送。且貨物之裝載是在本保險生效前，或被保險人或其雇用人裝載者或不適安全運送於被保險標的物裝載時已為被保險人或其雇用人知悉者。

4.2 根據被保險人和他人簽定的購買合約，若被保險貨物經善意的第三者購買或同意購買且本保險合約以轉讓與他人時，前述除外事項 4.1.1 將不適用。

4.3 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被保險標的物至目的地的默示保證規定。

保險效力起迄

運送條款

5 5.1 依據下列第 8 條規定，本保險自所保貨物從本保險契約所載起運地點的倉庫或儲存處所，為了立即將貨物裝進或裝入運送車輛或其他運輸工具，以便開始啟運，保險效力即自前述貨物啟動時開始生效，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：

5.1.1 至本保險單所載目的地之最終倉庫或儲存處所自運送車輛或其他運輸工具完成卸載。或

5.1.2 在抵達保險單載明目的地前之任何倉庫或儲存處所為被保險人或其受僱員工使用為正常運送過程以外的儲存、分配或分送處所自載運車輛或其他運送工具卸貨完畢

5.1.3 被保險人或其受僱員工使用運送車輛、其他運送工具或貨櫃作為正常運送過程以外的儲存。

5.1.4 至所保險貨物自海輪在最終卸貨港完全卸載後起算屆滿六十天。

上述四種終止情形，以其先發生者為準。

5.2 如被保險標的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 5.1.1 至 5.1.4 規定之限制外，並於該被保險標的物自始擬被運往其他目的地之時起失效。

5.3 本保險之效力，除受 5.1.1 至 5.1.4 規定而終止及第 6 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、船舶駛離航線、被迫卸載、重行裝船或轉船、及由於船舶運送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。

運送契約終止

6 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 5 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：

6.1 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。

6.2 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 5 條所規定之情形發生時終止。

變更航程

7. 7.1 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。

7.2 依本保險對被保險標的物起運時所賦予意義而言（依據第 5.1 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

8 8.1 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

8.2 依據上述第 8.1 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。

增值條款

9 9.1 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。

9.2 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

10. 本保險

10.1 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。

10.1 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

11. 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：

11.1 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

11.2 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12條　放棄條款

12. 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

13. 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

14. 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6條「運送契約終止條款」規定，要求繼續承保，或依據第7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。

INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

98.9.24(98)台蘇保行展字第125818-1號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

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

<u>Transit Clause</u>

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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,

or

7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

Change of Transit

8. 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

9. 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subjectmatter insured at the time of the loss.

9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

11. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

12. 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

13. This insurance

13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

13.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

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

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

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

NOTE:- Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

（中文摘要）協會空運貨物險條款 （郵寄運送除外）

98.9.24(98)台蘇保行展字第125818-1號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

承保危險

危險

1. 除下列第3、4及5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。

施救費用

2. 本保險承保為避免損失發生之施救費用，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

3. 本保險不承保下列各項之損失或費用：
   3.1 得歸責於被保險人的故意過失行為所致之損害或費用。
   3.2 被保險標的物之正常的滲漏、正常的失重或失量，或正常的耗損。
   3.3 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)。
   3.4 被保險標的物之固有瑕疵或本質所引起的損害或費用。
   3.5 由於使用不適運的航空器及貨櫃運載被保險標的物，而此裝載係發生於保險生效前由被保險人或其員工所完成，而此種不適航或不適運於被保險標的物裝載時為被保險人或其員工已知情者。
   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。
   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 當被保險標的物裝載於航空器上時，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，由於航空器所有人、經理人或營運人之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被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。
4. 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（海盜劫掠行為除外)，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。
5. 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 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。
   5.4 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

<u>運送條款</u>

6. 6.1 依據下列第9條規定，本保險自所保貨物從本保險契約所載起運地點的倉庫或儲存處所，為了立即將貨物裝進或裝入運送車輛或其他運輸工具，以便開始啟運，保險效力即自前述貨物啟動時開始生效，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明目的地之最終倉庫或儲存處所。
   6.1.2 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

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 至被保險標的物自航空器在最終卸貨地完全卸載後起算屆滿卅天。

上述四種終止情形，以其先發生者為準。

6.2 如被保險標的物自航空器在最終卸貨處卸載完畢後，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，並於該被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，在下列情形繼續有效：

被保險人無法控制的延遲、駛離航線、被迫卸載、重行裝載或轉運、及由於運送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。

運送契約終止

7. 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地點終止時，或運送因故在貨物未能如前述第6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：

7.1 迄至被保險標的物在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，以不超過卅天為限，不論何種情形以先發生者為準。

7.2 如被保險標的物在卅天期限以內（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。

變更航程

8. 8.1 本保險開始生效後，被保險人事後變更目的地者，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。

8.2 依本保險對被保險標的物起運時所賦予意義而言（依據第6.1條規定），即使被保險人或其員工並不知該航空器將駛往其他目的地，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

9. 9.1 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

9.2 依據上述第9.1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

10. 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目的地終止時，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10條條款不適用於施救費用，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。

推定全損

11. 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。

增值條款

12. 12.1 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。

12.2 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

<u>保險權益</u>

13. 本保險

13.1 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。

13.2 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

<u>被保險人的義務</u>

14. 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：

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。

<u>放棄條款</u>

15. 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

16. 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

17. 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7條「運送契約終止條款」規定，要求繼續承保，或依據第8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。

<u>INSTITUTE WAR CLAUSES (AIR CARGO)</u>

(excluding sendings by Post)

98.9.24(98)台蘇保行展字第125818-1號函備查

<u>106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正</u>

RISKS COVERED

<u>Risks</u>

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.

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against

3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.8 any claim based upon loss of or frustration of the transit or adventure

3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. 4.1 This insurance

4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
and

4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Insurers and to an additional premium, such

insurance

4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
and

4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,
whichever shall first occur.

4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subjectmatter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2

4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,
or

4.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.

4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium,* this insurance reattaches

4.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter this insurance terminates in accordance with 4.1.4.

4.4 *Subject to prompt notice to Insurers, and to an additional premium if required,* this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
(For the purpose of Clause 4
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

<u>Change of Transit</u>

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 subjectmatter 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 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.

（中文）

協會空運貨物保險兵險條款 （郵寄運送除外）

98.9.24 (98)台蘇保行展字第 125818-1 號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

承保的危險

危險條款

1 除下列第三條之規定以外，本保險承保因下列危險事故引起被保險標的物之滅失或毀損：

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

1.2 因補獲扣押拘留禁止或扣留，本條款第一款承保危險引起者，及因上述危險或任何上述危險威脅企圖之結果。

1.3 遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

施救費用

2. 本保險承保為避免損失發生之施救費用，而其發生係為了避免或有關避免除以下第3條除外條款之任何原因所致之損失。

除外不保

3 本保險不保下列各項損失及費用

3.1 得歸因於被保險人的故意過失引起的損害或費用。

3.2 被保險標的物之正常的滲漏、正常的失重或失量、或正常的耗損。

3.3 被保險標的物之不良或不當包裝或配置引起的損害或費用，但以此種包裝或配置應能承受正常運輸途中的狀況並於本保險開始前或由被保險人或其雇用人完成者為限。(本條所謂的“包裝”包括在貨櫃或貨箱裝載內之裝載及“其雇用人”不包括獨立承包商)

3.4 被保險標的物之固有瑕疵或本質引起的損害或費用。

3.5 由於使用不適運的航空器及貨櫃運載被保險標的物，而此裝載係發生於保險生效前由被保險人或其員工所完成，而此種不適航或不適運於被保險標的物裝載時為被保險人或其員工已知情者。

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。

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 當被保險標的物裝載於航空器上時，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，由於航空器所有人、經理人或營運人之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被保險標的物善意受讓之索賠者。

3.8 任何由於航程中止引起的損失。

3.9 任何敵對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。

保險效力起訖

運送條款

4 4.1 本保險效力

4.1.1 僅於被保險標的物以及其任何部份被裝載於運送之航空器上後開始以迄

4.1.2 依據下列本條第 4.2 款及 4.3 款，或被保險標的物以及其任何部份於最後卸載地從航空器卸下後，或自航空器到達最後卸載地之當日午夜開始起算屆滿十五天終止。

以何者發生在先為準；但是經被保險人之立即通知保險人以及加付額外之保險費，本保險效力。

4.1.3 得於當被保險標的物未能在最後卸載地卸下，航空器從此啟航時再予開始， 以迄

4.1.4 依據下列本條第 4.2 款及本條第 4.3 款，或被保險標的物以及其任何部分於最後卸載地（或替代地）或航空器卸下後，或自航空器再到達最後卸載地或航空器到達替代地之當日午夜開始起算屆滿十五天終止，以何者發生在先為準。

4.2 如於被保險航程中航空器於到達中途的地點將被保險標的物卸下由航空器或海輪繼續載運，則依據下列本條第 4.3 款及如經加付所需之額外保險費，本保險效力繼續自航空器到達該中途的地點之當日午夜開始起算屆滿十五天終止，但是，其後得於被保險標的物以及其任何部分被重行裝載於海輪或飛行器上後再行開始。

在上述卸載後十五天內僅被保險標的物以及其任何部分在該卸載地點時保持有效。如該貨物在上述十五天內繼續載運或本保險效力再行開始，即依本條第 4.2 款規定。

4.2.1 如係由航空器繼續載運，本保險效力之繼續依本套條款規定，或

4.2.2 如係由海輪繼續載運，現行協會貨物保險航空險兵險條款(貨物)應視為本保險之一部分並適用其規定。

4.3 倘如運送契約因故在保險單載明目的地以外之地點終止時，則該地點將被視為最後卸載地點，本保險之效力即依據本條第 4.1.2 項規定終止。倘如被保險標的物其後重行裝運至原目的地或其他目的地，而被保險人於此項進一步運輸開始前即予通知保險人以及加付額外之保險費後，本保險效力將於下列情況下再予開始以迄

4.3.1 在被保險標的物已被卸下之情況，當被保險標的物以及其任何部分被裝載於航空器上駛往原目的地時；

4.3.2 在被保險標的物未被卸下之情況，當航空器從此被視為最終卸載的點啟航時

其後本保險效力之終止即依據本條第 4.1.4 項規定終止。

4.4 須經被保險人立即通知保險人，以及加付額外的保險費，本保險對於任何偏航或任何由於空運運送人行使運送契約所授予的自由運輸權而引起的危險變更，將依據本條款各款規定仍舊繼續有效。

本條款所謂的

“海輪” 係指裝運被保險標的物從一處港口或地點經過海上航程而航行至另一處港口或地點之船舶。

變更航程條款

5. 5.1 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，僅限於在商業市場上所允許的合理保險條件及費率。

5.2 依本保險對被保險標的物起運時所賦予意義而言（依據第4.1條規定），即使被保險人或其員工並不知該航空器將駛往其他目的地，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。

6. 凡本保險契約所載任何情事有與第 3.8, 3.9 或第 4. 條有不一致者，均屬無效。

理賠

保險利益條款

7. 7.1 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時，必須持有保險利益。

7.2 依據上述 7.1 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。

增值條款

8. 8.1 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。

8.2 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

9. 本保險

9.1 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。

9.2 不擴大承保或不擴及運送人或其他受託人之利益。

損害之減輕

被保險人義務條款

10. 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：

10.1 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

10.2 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義務而適當及合理發生之費用，保險人得予補償之。

放棄條款

11. 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。

延遲之避免

12. 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。

法律及慣例

13. 本保險悉依照英國法律及實務慣例辦理。

附註 倘依據上述第 4 條「運送條款」規定，要求繼續承保，或依據第 5 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。

INSTITUTE STRIKES CLAUSES (AIR CARGO)

98.9.24(98)台蘇保行展字第125818-1號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

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

3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against

3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

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

3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.9 any claim based upon loss of or frustration of the transit or adventure

3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
continues during the ordinary course of transit
and terminates either

4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,

4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,
or

5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

6. 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 subjectmatter insured at the time of the loss.

7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

9. This insurance

9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

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

and

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

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

NOTE :- *Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

（中文）協會空運貨物保險罷工險條款

承保危險

危險

1 除下列第(三)及(四)條之規定以外，本保險承保因下列危險事故引起被保險標的物之滅失或毀損：

1.1 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。

1.2 代表任何人或相關組織的任何恐怖行動藉由合法或非法力量或暴力執行的所有組織活動直接推翻或影響政府。

1.3 任何人從政治，思想或者宗教動機為出發點的行動。

施救費用

2. 本保險承保為避免損失發生之施救費用，而其發生係為了避免或有關避免除以下第3條除外條款之任何原因所致之損失。

除外不保

3 本保險不保下列各項損失及費用

3.1 得歸因於被保險人的故意過失引起的損害或費用。

3.2 被保險標的物之正常的滲漏、正常的失重或失量、或正常的耗損。

3.3 被保險標的物之不良或不當包裝或配置引起的損害或費用，但以此種包裝或配置應能承受正常運輸途中的狀況並於本保險開始前或由被保險人或其雇用人完成者為限。（本條所謂的“包裝”包括在貨櫃或貨箱裝載內之裝載及“其雇用人”不包括獨立承包商）

3.4 被保險標的物之固有瑕疵或本質引起的損害或費用。

3.5 由於使用不適運的航空器及貨櫃運載被保險標的物，而此裝載係發生於保險生效前由被保險人或其員工所完成，而此種不適航或不適運於被保險標的物裝載時為被保險人或其員工已知情者。
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。

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 當被保險標的物裝載於航空器上時，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，由於航空器所有人、經理人或營運人之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被保險標的物善意受讓之索賠者。

3.8 因罷工、停工、工潮、暴動或民眾騷擾結果引起任何情況之工人缺勤缺乏或抵制引起的損害或費用。

3.9 任何由於航程中止引起的損失。

3.10 任何敵對使用原子或核子武器或其類似武器直接或間接引起被保險標的物之損害或費用。

3.11 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引起的害或費用。

保險效力起訖

<u>運送條款</u>

4. 4.1 依據下列第7條規定，本保險自所保貨物從本保險契約所載起運地點的倉庫或儲存處所，為了立即將貨物裝進或裝入運送車輛或其他運輸工具，以便開始啟運，保險效力即自前述貨物啟動時開始生效，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：

4.1.1 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。

4.1.2 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

4.1.3 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

4.1.4 至被保險標的物自航空器在最終卸貨地完全卸載後起算屆滿卅天。

上述四種終止情形，以其先發生者為準。

4.2 如被保險標的物自航空器在最終卸貨處卸載完畢後，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4.1.1至4.1.4規定之限制外，並於該被保險標的物自始擬被運往其他目的地之時起失效。

4.3 本保險之效力，除受 4.1.1 至 4.1.4 規定而終止及第 5 條終止條款之限制外，在下列情形繼續有效：

被保險人無法控制的延遲、駛離航線、被迫卸載、重行裝載或轉運、及由於運送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。

<u>運送契約終止</u>

5. 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地點終止時，或運送因故在貨物未能如前述第4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：

5.1 迄至被保險標的物在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，以不超過卅天為限，不論何種情形以先發生者為準。

5.2 如被保險標的物在卅天期限以內（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4條所規定情形發生時終止。

<u>變更航程</u>

6. 6.1 本保險開始生效後，被保險人事後變更目的地者，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。

6.2 依本保險對被保險標的物起運時所賦予意義而言（依據第4.1條規定），即使被保險人或其員工並不知該航空器將駛往其他目的地，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

<u>保險利益</u>

7.　7.1　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

7.2　依據上述第7.1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。

增值條款

8.　8.1　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。

8.2　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

保險權益

9.　本保險

9.1　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。

9.2　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

被保險人的義務

10.　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：

10.1　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

10.2　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。

放棄條款

11.　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

12.　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

13.　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5條「運送契約終止條款」規定，要求繼續承保，或依據第6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。

INSTITUTE WAR CLAUSES
(Sendings by Post)

98.9.24(98)台蘇保行展字第125818-1號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

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 subjectmatter 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.

<u>Waiver</u>

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.

（中文） 協會郵寄貨物保險兵險條款

承保的危險

<u>危險條款</u>

1. 除下列第3條之規定以外，本保險承保因下列危險事故引起被保險標的物之滅失或毀損：

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

1.2 因補獲扣押拘留禁止或扣留，本條款第一款承保危險引起者，及因上述危險或任何上述危險威脅企圖之結果。

1.3 遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

<u>共同海損條款</u>

2. 本保險承保依據運送契約及或有關適用法律與實務慣例所理算或認定之共同海損與施救費用，而其發生係為了避免或有關避免在本（兵險）條款下承保的損失。

除外不保

3. 本保險不保下列各項損失及費用

3.1 得歸因於被保險人的故意過失引起的損害或費用。

3.2 被保險標的物之正常的滲漏、正常的失重或失量、或正常的耗損。

3.3 被保險標的物之不良或不當包裝或配置引起的損害或費用，但以此種包裝或配置應能承受正常運輸途中的狀況並於本保險開始前或由被保險人或其雇用人完成者為限。（本條所謂的“包裝”包括在貨櫃或貨箱裝載內之裝載及“其雇用人”不包括獨立承包商）

3.4 被保險標的物之固有瑕疵或本質引起的損害或費用。

3.5 主因為延遲引起的損害或費用，包括承保之危險事故引起的延遲在內。（依第二條共同海損條款可予賠付的費用則不在此限）

3.6 任何由於航程中止引起的損失。

3.7 任何敵對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。

保險效力起訖

<u>運送條款</u>

4.　4.1　僅於被保險標的物以及其任何部份在保單載明之寄件人處所開始運送時開始生效，並繼續有效(但是在包裝人處所的停留其間除外)以迄被保險標的物運抵郵寄包裹上載明之收貨人的地址為止。

5.　本保險合約若和前述第3.6，3.7或4條款不一致時該不一致的部分是無效的。

理賠

保險利益條款

6.　6.1　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時，必須持有保險利益。

6.2　依據上項6.1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。

保險權益

7.　不擴大承保或不擴及運送人或其他受託人之利益。

損害之減輕

被保險人義務條款

8.　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：

8.1　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

8.2　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義務而適當及合理發生之費用，保險人得予補償之。

放棄條款

9.　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。

延遲之避免

10.　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。

法律及慣例

11.　本保險悉依照英國法律及實務慣例辦理。

TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

98.9.24(98)台蘇保行展字第125818-1號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

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 overside 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.

（中文)運送終止條款（恐怖主義行為）2009

本條款與本保單任何內容有不一致時，本條款將視為最重要且優先於保單內任何不一致的部分。

1 儘管本保單或其相關條款有任何相反規定，茲經雙方同意，本保險以限制條件承保:

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。 或

任何人因政治、意識形態或宗教動機行為所致者。

在下列任何一種情況下，本保險視為終止：

1.1 依照保單運送條款中所規定者，

或

1.2 至本保單所載明之目的地之最終倉庫或儲存處所，自運送車輛或其他運送工具卸載完畢，

1.3 自運送車輛或其他運輸工具卸載完畢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

1.4 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

1.5 若以海上運送，至承保標的物自海輪在最終卸貨港完成卸載後屆滿六十天，

1.6 若以空運運送，至承保標的物自飛機在最終卸貨地點完成卸載後屆滿三十天，

上述情況以先發生者為準。

2. 如果本保單或其中相關條款於正常運輸途中提供承保,特別是內陸運送或相關運輸方式後之貯藏或依上述規定終止時，本保險將重新復效或繼續有效，仍依第1條條款而終止。

INSTITUTE CARGO CLAUSES (A)（1/1/2009）

98.9.24(98)台蘇保行展字第125818-1號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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

<u>Transit Clause</u>

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 overside of the subject-matter 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 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.

<u>Termination of Contract of Carriage</u>

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.

CL382

01/01/2009

協會貨物險條款（A）（1/1/2009）

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4、5、6及7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，保險人得自備費用為被保險人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之損失或費用：

   4.1 得歸責於被保險人的故意過失行為所致之損害或費用。

   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所引起的損害或費用。

   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之費用則不在此限）。

   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裝載被保險標的物，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，且於裝貨時已知不適載。

   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

<u>運送條款</u>

8. 8.1 依據下列第11條規定，本保險自所保貨物從本保險契約所載起運地點的倉庫或儲存處所，為了立即將貨物裝進或裝入運送車輛或其他運輸工具，以便開始啟運，保險效力即自前述貨物啟動時開始生效，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。

8.2 如被保險標的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8.1.1至8.1.4規定之限制外，並於該被保險標的物自始擬被運往其他目的地之時起失效。

8.3 本保險之效力，除受 8.1.1 至 8.1.4 規定而終止及第 9 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、船舶駛離航線、被迫卸載、重行裝船或轉船、及由於船舶運送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。

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。

增值條款

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。

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

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。

放棄條款

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。

INSTITUTE CARGO CLAUSES (B)（1/1/2009）

98.9.24 (98)台蘇保行展字第125818-1號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out

prior to attachment of this insurance or

by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

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

6.2 capture seizure arrest restraint or 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

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

<u>Transit Clause</u>

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 overside of the subject-matter 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 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.

協會貨物險條款（B）（1/1/2009）

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 陸上運輸工具之傾覆或出軌。
     - 1.1.4 船舶或駁船或運輸工具與除水以外之外在任何物體之碰撞或觸撞。
     - 1.1.5 於避難港卸貨。
     - 1.1.6 地震、火山爆發或雷擊。
   - 1.2 因下列危險事故引起被保險標的物之滅失或毀損：
     - 1.2.1 共同海損犧牲。
     - 1.2.2 投棄或海浪掃落。
     - 1.2.3 海水、湖水、河水進入船舶、駁船之艙間，貨櫃或貨廂或儲貨處所。
   - 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4、5、6及7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，保險人得自備費用為被保險人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之損失或費用：
   - 4.1 得歸責於被保險人的故意過失行為所致之損害或費用。
   - 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所引起的損害或費用。
   - 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之費用則不在此限)。
   - 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被保險標的物善意受讓之索賠者。
   - 4.7 任何人員的不法行為引起被保險標的物之全部或部分蓄意性的損害或毀壞。
   - 4.8 任何使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

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裝載被保險標的物，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，且於裝貨時已知不適載。

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，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

<u>運送條款</u>

8.　8.1　依據下列第11條規定，本保險自所保貨物從本保險契約所載起運地點的倉庫或儲存處所，為了立即將貨物裝進或裝入運送車輛或其他運輸工具，以便開始啟運，保險效力即自前述貨物啟動時開始生效，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。

8.2　如被保險標的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8.1.1至8.1.4規定之限制外，並於該被保險標的物自始擬被運往其他目的地之時起失效。

8.3　本保險之效力，除受 8.1.1 至 8.1.4 規定而終止及第 9 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、船舶駛離航線、被迫卸載、重行裝船或轉船、及由於船舶運送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。

<u>運送契約終止</u>

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。

增值條款

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。

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

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。

放棄條款

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。

INSTITUTE CARGO CLAUSES (C)（1/1/2009）

98.9.24(98)台蘇保行展字第 125818-1 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out

prior to attachment of this insurance or

by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

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

6.2 capture seizure arrest restraint or 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

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 overside of the subject-matter 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 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.*

CL384

01/01/2009

協會貨物險條款（C）(1/1/2009)

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毀損：

1.1.1 火災或爆炸。

1.1.2 船舶或駁船擱淺、觸礁、沉沒或傾覆。

1.1.3 陸上運輸工具之傾覆或出軌。

1.1.4 船舶或駁船或運輸工具與除水以外之外在任何物體相碰撞或觸撞。

1.1.5 於避難港卸貨。

1.2 因下列危險事故引起被保險標的物之滅失或毀損：

1.2.1 共同海損犧牲。

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4、5、6及7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，保險人得自備費用為被保險人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之損失或費用：

4.1 得歸責於被保險人的故意過失行為所致之損害或費用。

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所引起的損害或費用。

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之費用則不在此限）。

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被保險標的物善意受讓之索賠者。

4.7　任何人員的不法行為引起被保險標的物之全部或部分蓄意性的損害或毀壞。

4.8　任何使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

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裝載被保險標的物，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，且於裝貨時已知不適載。

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，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

<u>運送條款</u>

8.　8.1　依據下列第11條規定，本保險自所保貨物從本保險契約所載起運地點的倉庫或儲存處所，為了立即將貨物裝進或裝入運送車輛或其他運輸工具，以便開始啟運，保險效力即自前述貨物啟動時開始生效，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。

8.2　如被保險標的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8.1.1至8.1.4規定之限制外，並於該被保險標的物自始擬被運往其他目的地之時起失效。

8.3　本保險之效力，除受 8.1.1 至 8.1.4 規定而終止及第 9 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、船舶駛離航線、被迫卸載、重行裝船或轉船、及由於船舶運送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。

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。

增值條款

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。

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

<u>被保險人義務</u>

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。

<u>放棄條款</u>

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。

<u>**Information Technology Hazards Exclusion clause**</u>

98.9.24(98)台蘇保行展字第 125820-1 號函備查
<u>106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正</u>

This insurance does not cover losses otherwise recoverable arising directly or indirectly out of

1. loss of or damage to or
2. a reduction or alteration in the functionality or operation of
   a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment whether the property of the insured or not unless such losses are caused directly by one or more of the following physical perils:

- theft of equipment
- collision
- sinking, grounding or stranding of the carrying vessel.
- overturning or derailment of land conveyance.
- jettison or washing overboard
- fire, lightning, explosion

- aircraft or vehicle impact
- falling objects
- natural hazard which shall mean: earthquake, tsunami, thunder and lightning, hurricane, typhoon, tornado, storm, tempest, flood, inundation, frost, hailstorm, landslide, rockslide, avalanche, volcanic eruption, subsidence of ground and any other phenomena of nature with strong destructive power and beyond human control.

（中文）資訊技術風險除外責任附加條款

凡直接或間接由以下原因所造成的損失，本保險不負賠償責任：

無論其是否屬於投保財產範圍，凡安裝在電腦設備或其他非電腦設備中或與其相連接的各種電腦系統、硬體、程式、軟體、資料、資訊知識庫、微控制器、積體電路、類似裝置發生以下情況：

1. 滅失或損壞：
2. 其功能或操作發生降低或改變，
   除非上述損失是由於以下的一項或多項物質損失風險直接引起的：
   2.1 設備被盜竊；
   2.2 碰撞；
   2.3 載貨船舶發生沉沒、觸礁、擱淺；
   2.4 陸上運輸工具翻車或出軌；
   2.5 拋貨或浪擊落水；
   2.6 火災、雷電、爆炸；
   2.7 飛行器或車輛碰撞；
   2.8 物體墜落；
   2.9 在本保險契約中，自然災害是指：地震、海嘯、雷電、颶風、颱風、龍捲風、風暴、暴風雨雪、洪水、洪澇、霜凍、冰雹、滑坡、山崩、雪崩、火山噴發、地面沉陷及其他具有強大破壞力而且超出人力控制範圍的自然現象。

IMTA FROZEN MEAT EXTENSION CLAUSES

99.3.10(99)台蘇保行展字第 125804-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

(For use only with the Institute Frozen Meat Clauses (A) 1/1/86)

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Meat Clauses (A) 1/1/86 are deemed to be deleted and replaced by:

1 Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4,5,6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

4 4.4 loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation dressing cooling freezing wrapping or packing

4.5 claims arising from loss of market

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.

（中文）**協會冷凍肉類擴大承保條款**

原協會冷凍肉類 A 條款【Institute Frozen Meat Clause (A)】中的 Clause 1, and Clause 4.4 and 4.5，由協會冷凍肉類擴大承保條款中的 Clause 1, and Clause 4 中的 4.4 及 4.5 所取代。保單若使用此種條款，除非事先告知並經核保人員同意，且加收保險費的條件下，方可獲得理賠。

FROZEN FOOD EXTENSION CLAUSES

99.3.10(99)台蘇保行展字第 125804-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

(For use only with the Institute Frozen Food Clauses (A) 1/1/86)

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Food Clauses (A) 1/1/86 are deemed to be deleted
and replaced by:

1 Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

4 4.4 loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation dressing cooling freezing wrapping or packing
4.5 claims arising from loss of market

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the goods into a Freezing Chamber and attachment of this insurance exceeds 60 days.

（中文）
協會冷凍食品擴大承保條款

原協會冷凍食品 A 條款【Institute Frozen Food Clause (A)】中的 Clause 1, and Clause 4.4 and 4.5，由協會冷凍食品擴大承保條款中的 Clause 1, and Clause 4 中的 4.4 及 4.5 所取代。保單若使用此種條款，除非事先告知並經核保人員同意，且加收保險費的條件下，方可獲得理賠。

INSTITUTE DANGEROUS DRUGS CLAUSE

99.3.10(99)台蘇保行展字第 125804-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

It is understood and agreed that no claim under this policy will be paid in respect of drug to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that government, or, alternatively, by a license, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;

and

(3) the route by which the drugs were conveyed was usual and customary.

（中文）

協會危險藥品條款

對於保單上所載明使用鴉片或其他危險藥品之字眼不予理賠；除非

1. 所承保之藥品皆有清楚標示來源及政府單位核准許可字樣。
2. 所承保之藥品皆有政府單位授權、核准及證明文件，並標示出重要性及影響性等字眼在保單上。

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

99.11.15(99)台蘇保行展字第 125814-1 號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

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.

(中文摘要)**協會輻射污染、化學、生物、生化或電磁武器除外條款**

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。

Revised Insolvency Exclusion Clause

99.11.15(99)台蘇保行展字第 125814-1 號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

In no case shall this insurance cover loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel where, at the time of the loading of the subject matter insured on board the vessel, the Assured are aware, or in ordinary course of the business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

(中文摘要)**修正破產除外條款**

本保險對於保險標的物裝載到運送船舶時，被保險人已得知或在一般通常事務中可得而知，因船舶所有人、經理人、承租人或經營人因財務問題或破產引起之損失不負賠償之責；此種財務問題或破產可能阻止該航程的正常履行。

Revised Unseaworthiness Exclusion Clause

99.11.15(99)台蘇保行展字第 125814-1 號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

In no case shall this Insurance cover loss, damage or expense arising from:

(a) unseaworthiness or 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 is loaded therein.

(b) unfitness of container liftvan or land conveyance for the safe carriage of the subject matter Insured, where loading herein is carried out prior to attachment of this Insurance or by the Assured or their servants.

Where the Insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter Insured in good faith under a binding contract, exclusion 1 above shall not apply.

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.

(中文摘要)**修正不適航及不適運除外條款**

本保險不承保下列各項損失或費用
a. 載運船舶或駁船的不適航，及因載運船舶駁船運輸工具貨櫃或貨廂的不適安全運送所引起被保險標的物之損失或費用，而此種不適航或不適運於被保險標的物裝載之時已為被保險人或其雇用人所知情者。
b. 貨櫃、貨廂或陸上運輸工具之不適合安全運送裝載，但此種裝載發生於本保險生效前或由被保險人或其雇用人為之者為限。）

本除外責任不適用於本保險已轉讓給根據有約束力之契約，善意地購買或同意購買保險標的而根據本保險索賠之人
除不適航或不適運已為被保險人或其雇用人所知情者外，保險人同意放棄任何違反載運船舶應具備適航能力及適運條件以運送被保險標的物至目的地之默示保證規定。

Revised Insufficiency of Packing Clause

99.11.15(99)台蘇保行展字第 125814-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, Underwriters agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the name Assured and the insufficient or unsuitability arouse entirely without the name Assured’s privity or knowledge.

For the purpose of this clause, “packing” shall be deemed to include stowage in a container or liftvan.

The Assured agrees to assist Underwriters in all respects to pursue rights of recovery against sellers and/or other responsible Third Parties.

The above argument is not to interfere with Underwriters’ Rights of Subrogation or against Packers.

(中文摘要)修正包裝不當條款

當保險事故之發生是由於保險標的物包裝或配置之不固或不當所致之毀損滅失或費用，而此包裝或準備是由被保險人以外之第三人所執行，或此包裝或配置之不固或不當完全超出被保險人之掌控或知識範圍，保險人同意不以包裝不當理由為拒絕賠付。
此條款 所謂 "包裝"包括貨櫃或貨箱內之裝載。

被保險人同意協助保險人取得對責方或其他應負責任之人追償之權利。
上述之條款內容不抵觸保險人之代位求償權或對包裝業者之抗辯權。

Deliberate Damage Pollution Hazard Clause

99.11.15(99)台蘇保行展字第 125814-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

This policy is extended to cover, while on the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by Governmental Authorities acting for the public welfare to prevent or mitigate a pollution hazard thereof, provided that the accident or occurrence creating the situation which required such Governmental Authorities action would have resulted in a recoverable claim under the policy subject to all of its terms, conditions and warranties if the property Insured would have sustained physical loss or damage as a direct result of such accident or occurrence. This shall not increase the limits of liability provided for in the policy.

(中文摘要)**故意損害條款－污染風險**

本條款擴大承保保險標的物在水上運輸工具上的情況下，因政府為了保護公共利益，為防止或減輕污染危險而行使公權力所致之毀損或滅失，當政府行為所針對的意外事故或事件所直接導致保險標的物遭受物質損失或損害，可根據本保險單所有保單條款、條件和保證條款進行索賠。

本條款不增加本保險契約所列明之責任限額。

Sellers Contingency Clause(001)

99.11.15(99)台蘇保行展字第 125814-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

(a) This insurance is to cover the interest of the Assured as seller of interest insured in respect of all those consignments sold on “free on board” or “free alongside steamer” or “cost and freight” terms despatched on or after commencement date appearing in the insurance.
(b) This insurance attaches form the time the interest insured leaves the tanks at port of shipment place named in the insurance for the commencement of the transit and terminates when the interest insured is safely delivered in tanks at destination. During this transit this Insurance is subject to conditions defined herein.
(c) Cover attached retrospectively to the commencement of this transit, if one or more of the following contingencies occur:
    (i) the buyer fails or refuses to accept the shipping documents

(ii) the buyer fails or refuses to accept the interest Insured where such failure or refusal arises from or in connection with "any error or omission on the part of the Assured with respect of the Contract of sale

(d) 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 Insurers to prevent or minimise loss and to enforce the contract of sales.

(中文摘要)**賣方或有利益附加條款(001)**

本保險契約承保賣方(即被保險人)依 FOB/FAS/C&F 或類似出口貿易條件之或有利益。

a. 本保險契約自保險標的物離開保單所載之起運港的岸槽時起生效,迄保險標的物安全運達目的港之岸槽止,但應受限於本保單所載之條件。

b. 若有下列意外事故發生,本保險溯及本次運送開始之時生效,
(4) 買方拒絕接受該批裝船文件;
(5) 買方拒絕接受該批貨物,因買賣契約上中之被保險人的錯誤遺漏所引起

d. 被保險人必須採取任何合理且適當之措施(包括保險公司之要求)以防止或減輕其損失,並要求買方履行銷售契約

Removal of Debris Clause(001)

99.11.15(99)台蘇保行展字第 125814-1 號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

In the event of loss and/or damage by an insured peril to the interests hereby insured and notwithstanding the insurers liability to pay a total loss, it is agreed and declared the coverage provided by this policy additionally extends to include the cost of removal and/or disposal of damaged and/or deteriorated and/or contaminated interest including all other costs incurred directly relating thereto but limited to USD50,000 any once accident provided always that this extension will only cover costs incurred that relate to the interest insured.

However this clause shall not cover any costs etc associate with the removal of debris from any waterway, river, canal, drain inland, coastal or ocean waters.

(中文摘要)**殘餘物清除條款(001)**

本保險契約所承保之標的物,如因承保事故發生遭受損失時,為清除其殘餘物所產生之必要費用,保險人亦應負賠償之責。
唯上述之每一事故賠償金額以 USD50,000.-為限。
但此條款並不包括任何殘餘物從航道、河流、運河、排水管、海岸或海水等相關之清除費用:

Cancellation Clause(001)

99.11.15(99)台蘇保行展字第 125814-1 號函備查

106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

The inclusion of this Contract of Insurance against WarRisks may be cancelled by either the Underwriters or the Assured giving 7 days' notice.

The inclusion of this Contract of Insurance against Strike, Riots, Civil Commotions and Malicious Damage and Terrorism etc risks may be cancelled by either the Underwriters or the Assured giving 7 days' notice other than
for shipments or sending to or from USA, where 48 hours' notice shall be given.

Except for above, this contract may be cancelled by either the Underwriters or the Assured giving 30 days' notice.

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

(中文摘要)**註銷條款(001)**

雙方當事人針對本保險契約承保兵險所致之損失之承保效力，可於7 天前向另一方提出通知終止之。
雙方當事人針對本保險契約承保罷工暴動險及故意行為所致之損失之承保效力，可於7 天前向另一方提出通知終止之。(對美國之發出或收到註銷通知為48小時)
雙方當事人可於任何時間提出終止本合約之要求。須於至少30 天前發出終止之通知。
當保險人發出終止通知或收到終止通知當日午夜起算，於上述天數期滿後終止正式生效，但此並不適用於終止生效前任何已開航之運次。
終止之效力於發出終止通知之日起算，於上述天數及時間期滿後正式生效。

U.S. Economic and Trade Sanction Clause

99.11.15(99)台蘇保行展字第 125814-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

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.

(中文摘要)**美國經濟及貿易制裁條款**

不論任何時候，只要保險契約承保內容違背 U.S. Economic and Trade sanction 之約定，其承保內容無效。

同樣地，當任何保險契約、保險證之內容或理賠違反 U.S. Economic and Trade Sanction 之約定，其承保內容無效。

Institute Bulk Oil Clauses 1/2/83

101.12.5 (101)台蘇保行展字第 125828-1 號函備查
106.3.1依金融監督管理委員會106.1.19金管保產字第10602003630號函修正

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4,5,6 and 7 below,
  1.1 loss of or contamination of 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 collision or contact of vessel or craft with any external object other than water
  1.1.4 discharge of cargo at a port of distress
  1.1.5 earthquake volcanic eruption or lightning,
  1.2 loss of or contamination of the subject-matter caused by
  1.2.1 general average sacrifice
  1.2.2 jettison
  1.2.3 leakage from `connecting pipelines in loading transshipment or discharge
  1.2.4 negligence of Master Officers or Crew in pumping cargo ballast or fuel
  1.3 contamination of the subject-matter insured resulting from stress of weather.

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.

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.

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 inherent vice or nature of the subject-matter insured
  4.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under clause 2 above)
  4.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  4.6 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

5 5.1 In no case shall this insurance cover loss or damage 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.

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

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 terrorist or any person acting from a political motive.

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.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clause 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.

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.

14 14.1 if any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurance

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 insurance covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurance.

15 Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:

15.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable, may be calculated on a weight basis from such certified quantities.

The term "gross volume" in this Clause 15.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount off water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

15.2 Adjustment shall be made to the calculation under 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

15.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out water. Where there is no such provision, the amount recoverable in accordance with Clause 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.

（中文摘要）**協會散裝油類保險條款**(協會散裝石油條款 1/2/83)

一、承保的危險

(一)危險條款

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

1.可合理歸因於下列危險事故引起被保險標的物之滅失或毀損：

（1）火災或爆炸。

（2）船舶或駁船的擱淺、觸礁、沉沒或傾覆。

（3）船舶、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。

（4）在避難港之卸貨。

（5）地震、火山爆發或閃電

2.因下列危險事故引起被保險標的物之滅失或毀損：

（1）共同海損的犧牲。

（2）投棄。

（3）裝貨、轉運或卸貨過程中自連接管道的滲漏。

（4）船長、高級船員、船員在泵吸貨物、壓載水或燃油過程中的過失。

3.惡劣天氣造成保險標的的污染。

(二)共同海損條款

本保險承保依據運送契約或有關適用法規與實物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)條或其他條款以外之任何原因所致之損失。

(三)雙方過失碰撞條款

本保險並擴展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。

二、不保的損失及費用

(四)一般不保條款

本保險不保下列各項損失及費用：

1.得歸責於被保險人的故意過失引起的損害或費用。

2.被保險標的物之正常的滲漏，正常的失重或失量，或正常的耗損。

3.被保險標的物之固有瑕疵或本質引起的損害及費用。

4. 主因為延滯引起的損害或費用。包括由承保之危險引起的延滯在內(依第(二)條共同海損條款可予賠付的費用則不在此限)。
5. 由於船舶之船東、經理人、租船人或運營人的財務不健全或債務積欠引起的損害或費用。
6. 任何使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

(五)不適航及不適運不保條款

1. 本保險不承保因載運船舶或駁船的不適航，及因載運船舶駁船運輸工具貨櫃或貨箱的不適安全運送原因，引起被保險標的物之損害或費用， 而此種不適航或不適運原因須於被保險標的物裝載之時為被保險人或其受雇人已知情者。
2. 除為被保險人或其受雇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：

1. 因戰爭內戰革命叛亂顛覆，或其引起之內爭，或任何敵對行為或交戰國武力。
2. 因捕獲扣押拘留禁止或扣留待(海上劫掠除外)，及其結果或任何威脅企圖。
3. 遺棄的水雷魚雷炸彈或其他遺棄戰爭武器。

(七) 罷工險不保條款

本保險不承保下列危險事故引起的損害或費用：

1. 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。
2. 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。
3. 因任何恐怖主義或任何人的政治活動動機引起者。

四、索賠事項

(十一)保險利益條款

1. 為期能獲得本保險之補償，被保險人於被保險標的物發生損失之持，必須持有保險利益。
2. 依據上項規定，雖則損失發生於保險契約簽訂之前，除非被保險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。

(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而正當與合理發生的額外費用。

本(十二)條之規定不適用於共同海損或施救費用，並應受前述第(四)、(五)、(六)及(七)條除外不保規定的限制，及不包括被保險人及其雇用人的過失疏忽破產或積欠債務引起的費用在內。

(十三)推定全損條款

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

(十四)增值條款

若被保險人在本保險項下之承保貨物安排了增值保險，則該貨物之約定價值將被視為增至本保險與其他全部增值保險之保險金額之總和，而本保險項下之責任將按其保險金額占全部保險金額之比例而定。索賠時，被保險人必須提出所有其他保險金額之證明與保險人。倘本保險係增值保險則必須適用下列條款：

貨物之約定價值將被視為等於原來保險與全部由被保險人安排承保同樣損失增值保險之保險金額之總和，而本保險項下之責任將按其保險金額占全部保險金額之比例

而定。

索賠時，被保險人必須提出所有其他保險金額證明與保險人。

(十五)理算條款

根據本保險可獲保險賠償的滲漏或短卸索賠，按下述規定理算：

1. 可獲賠償額，由離開油罐裝船的確認的總容積，與運送終止時卸進油罐的確認的總容積比較後確定的滅失油的容積那部分保險價值，但如果買賣合同是基於重量而非容積，則應以重量為基礎確定賠償額。

   在本15.1 款中“總容積”一詞是指不扣除沉積物，水份及游離水份的全部容積。除非被保險人證明，由於本保險承保的風險作用的結果，在承保的運送期間，水份已不正常地增加。

2. 在根據上述第15.1 款計算時，應作適當調整，以儘量減少溫度變化引起的容積變化和在確定重量時由於使用不一致的程序引起的重量的明顯變化。

3. 在本保險規定滲漏或短卸索賠的免賠額之場合，此種免賠額應包括重量或容積的通常損失，但不包括溫度變化或扣除水分引起的損失。在沒有此種規定的情況下，根據15.1 和15.2 款可獲賠償額，須受前述第4.2 款除外扣除任何通常滅失的制約。

INSTITUTE STRIKES CLAUSES (Bulk Oil) 1/2/83

101.12.5 (101)台蘇保行展字第 125828-1 號函備查

106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
   - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   - 1.2 any terrorist or any person acting from a political motive.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3 In no case shall this insurance cover
   - 3.1 loss damage or expense attributable to willful 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 inherent vice or nature of the subject-matter insured
   - 3.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   - 3.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
   - 3.6 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
   - 3.7 any claim based upon loss of or frustration of the voyage or adventure
   - 3.8 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

3.9 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4 4.1 In no case shall this insurance cover loss or damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft or 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.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

CLAIMS

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

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

9 9.1 if any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance 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 insurance

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

10 Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:

10.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable, may be calculated on a weight basis from such certified quantities.
The term “gross volume” in this Clause 10.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount off water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

10.2 Adjustment shall be made to the calculation under 10.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

10.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out water. Where there is no such provision, the amount recoverable in accordance with Clause 10.1 and 10.2 shall be subject to reduction for any ordinary loss excluded by Clause 3.2 above.

（中文摘要）協會貨物保險罷工險條款(散裝油)

一、承保的危險

(一)危險條款

除下列第（三）及（四）條之規定以外，本保險承保因下列危險事故引起被保險標的物之滅失或毀損：

1.因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。

2.因任何恐怖主義或任何人的政治動機引起者。

(二)共同海損條款

本保險承保依照運送契約及或有關適用法律與實務慣例所理算或認定之共同海損與施救費用，而其發生係為了避免或有關避免在本條款下承保的損失。

二、不保的損失及費用

(三)一般不保條款

本保險不保下列各項損失及費用：

1.得歸因於被保險人的故意過失引起的損害或費用。

2.被保險人標的物之正常的滲漏、正常的失重或失量、或正常的耗損。

3.被保險標的物之固有瑕疵或本質引起的損害或費用。

4.主因為延滯引起的損害或費用，包括承保之危險事故引的延滯在內。

5.由於船舶之船東、經理人、租船人或運營人的財務不健全或債務積欠引起損害或費用。

6.因罷工、停工、工潮、暴動或民眾騷擾結果引起任何情況之工人缺勤缺乏或抵制引起的損害或費用。

7.任何由於航程或冒險中止所引起的損失。

8.任何使用原子或核子武器或其類似武器引起被保險標的物之損害或費用。

9.因戰爭、內戰革命叛亂顛覆，或其引起之內爭，或因交戰武力所致或對抗其之任敵對行為。

(四)不適航及不適運不保條款

1.本保險不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的物的損害或費用，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或其受雇人已知情者。

2.除為被保險人或其受雇人已知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。

三、保險效力的開始與終止

(五)運輸條款

1.本保險自所保貨物離開起本保險單所載明裝運港為裝載目的之儲槽開始運送時生效起保，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) 保險標的卸載進入保單所載目的地之儲存處所或儲放船舶之儲槽,

或

(2) 船舶抵達保單所載明目的港後屆滿30 天，

上述以其先發生者為準。

2. 如果在最後卸貨港或地點從海船卸入駁船後，但在根據上述第8.1 款本保險終止之前，保險標的或其部分轉運到非本保險承保的目的地，此種貨物的保險截止於向此種其他目的地開始運送之時，除非收到被保險人的迅速通知後，保險人另行同意繼續承保。

3. 於立即通知保險人並支付保險人要求的額外保險費情況下，對非被保險人所能控制的遲延，任何偏離航線、強制卸載、重行裝船或轉運期間，以及被保險人不能控制的任何其他冒險變更期間，本保險繼續有效（直至上述5.1 或5.2 款規定的終止和受下述第6 條規定的制約）。

（六）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，或運送契約因故在貨物未能如前述第（五）條規定交貨前終止時，本保險單之效力亦同時終止，除非被保險人於獲悉後立即通知保險人，及要求繼續承保並同意繳付應加收之保險費，本保險單方得繼續有效至下述情形之一時為止：

1. 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，以不超過三十天為限，不論何種情形以先發生者為準。

2. 如貨物在交三十天期限以內（或任何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（五）條所規定情形發生時終止。

（七）變更航程條款

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

四、索賠事項

（八）保險利益條款

1. 為期能獲得本保險之補償，被保險人於被保險標的物發生損失之時，必須持有保險利益。

2. 依據上項規定，雖則損失發生於保險契約簽訂之前，除非被保險人已知該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。

（九）增值條款

1. 若被保險人在本保險項下承保之貨物按排了任何增值保險，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與保險人。

2. 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證明與保險人。

（十）估算條款

根據本保險可獲保險賠償的滲漏或短卸索賠，按下述規定理算：

1. 可獲賠償額，由離開油罐裝船的確認的總容積，與運送終止時卸進油罐的確認的總容積比較後確定的滅失油的容積那部分保險價值，但如果買賣合同是基於重量而非容積，則應以重量為基礎確定賠償額。

在本10.1 款中“總容積”一詞是指不扣除沉積物，水份及游離水份的全部容積。除非被保險人證明，由於本保險承保的風險作用的結果，在承保的運送期間，水份已不正常地增加。

2. 在根據上述第10.1 款計算時，應作適當調整，以儘量減少溫度變化引起的容積變化和在確定重量時由於使用不一致的程序引起的重量的明顯變化。
3. 在本保險規定滲漏或短卸索賠的免賠額之場合，此種免賠額應包括重量或容積的通常損失，但不包括溫度變化或扣除水分引起的損失。在沒有此種規定的情況下，根據10.1 和10.2 款可獲賠償額，須受前述第4.2款除外扣除任何通常減失的制約。

Loading and Unloading Survey Clause

101.12.5 (101)台蘇保行展字第 125828-1 號函備查
106.3.1 依金融監督管理委員會 106.1.19 金管保產字第 10602003630 號函修正

(For use only with the Institute Bulk Oil Clause)

Including leakage and/or shortage and/or difference in weight (or volume) and/or contamination, however arising. Shortage and difference in weight (or volume) shall be based on a comparison of certified shipped and out-turn weights, but from all such claims shall be deducted 0.50% of the whole shipment value.

In the event that the subject matter is shipped to the port of loading in drums and thence decanted into tanks, this insurance covers loss in decanting, provided the oil is then at the risk of the Assured, subject to a deductible of 0.50% of the weighed contents of the total number of drums at the port of loading prior to decanting.

Subject to survey and loading certificate of approved surveyors or chemists, their representatives or surveyors approved by them, or by a surveyors approved by Underwriters at other ports and/or place of loading, the survey to include:

1. Certification that the conveyances storage tanks be cleaned, tested and approved and a certificate thereof be given by surveyor, prior to the loading of the subject matter insured.

2. Certification of the load weight and temperature of the subject matter insured.

Subject to attendance of surveyors or chemists at the port place of discharge, the survey to include:

3. Certification of the temperature of the subject matter insured, prior to discharge and for the general purpose of weighing, gauging or measuring the out-turn of subject matter insured in tanks and for determining the condition of the subject either to, or during, or at completion of discharge.

It is agreed that the risks of shortage, leakage or contamination, as provided for herein are excluded whilst oil is loaded in tanks cars, barges, lighters, or other connecting conveyances unless prior to loading and discharging of oil therein an approved surveyor shall have been called into attendance for purpose similar to those above (loading and discharge provisions). Falling the attendance and approval of said surveyor, such risks are expressly excluded whilst loaded in connecting conveyances.

It is agreed that in respect of cargoes insured hereunder subject to warranties and/or conditions that survey and and/or inspection be made to ascertain the quality and quantity of the shipment and the condition of the conveyance's tanks, this insurance shall in the event that such warranties and/or conditions are not complied with, automatically revert to the Institute Bulk Oil Clauses as applicable.

（中文摘要）裝卸貨公證條款（僅與散裝油品條款一起使用）

包括漏損、短損、重量差(或體積)及污染損失。重量或體積的短損和差異應以裝船及卸載時數量的比較為基礎，但是理賠求償時，應當扣除整批貨物價值0.5%的自負額。
當標的物是以桶裝運到港口後再注入儲槽者，而該油品是被保險人應負擔的風險，本保險承保轉裝時的損失，但仍需受以裝貨港口所有桶裝總數注入儲槽前0.50%自負額之限制，。
以上需經核可之公證人在裝貨港口或裝貨地點之公證及裝船證明，公證內容包括：
1. 保險標的於裝載之前，該運送工具之儲槽已經過清洗、測試並獲得公證人裝載批准之證明書。
2. 保險標的物裝載重量及溫度的證明書。
公證人參與卸貨港之公證者，公證內容包括：
3. 保險標的物卸載前的溫度證明書，及標的物開始卸載、卸載期間或完成卸貨時為一般用途的重量或測量證明書。