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※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

華南產物海運貨物終站營運人保險(A)

114.01.20 (114)華產企字第 1140000003 號函備查

Insuring Clause

On the basis of the Proposal Form and the other information submitted by You, or on Your behalf, We are pleased to confirm that coverage has been arranged on the terms set out in this Policy.

The Policy is subject to our General Conditions, which must be read in conjunction with the specific terms of the Sections covered (as appearing in the Schedule). In the event that the terms appearing in any Section are inconsistent with the General Conditions, the former shall apply.

This Policy, commonly referred to as "Columbus", replaces all previous editions and references thereto and applies after the 1st September 2005, unless otherwise agreed by Us.

Definitions and Qualifications

The following definitions and qualifications apply, unless the context requires otherwise. Individual sections of coverage may also contain definitions and these are to be read in conjunction with those listed below.

Approved Contract

A contract, which has been agreed in writing by Us.

Approved Equipment Lease

A lease of Equipment, neither containing an option for purchase nor by way of hire-purchase, which has been agreed in writing by Us.

Approved Standard Trading Conditions

Standard terms of trading (including conditions of storage or carriage) which have been agreed in writing by Us.

Bodily Injury

All physical injury to a person, including death, sickness, disability and disease.

Cargo

Goods capable of being transported by land, sea, water, or air and including packaging material or a Container that is neither owned nor supplied by any of You, but is supplied by the person presenting the goods for shipment.

Unless otherwise agreed by Us, Cargo excludes the following:

Trailers or any licensed vehicles, plants, flowers, living creatures, cash, bullion, bonds, treasury notes, securities, stamps, manuscripts, deeds, documents, lottery tickets, plans and the like, jewellery, precious stones, precious metals or articles made from them, works of art and other high value or precious goods.

Condition Precedent

A provision of the Policy with which You must strictly comply.

Container

A unit load device, including a rigid container and derivatives therefrom, tank containers and the like, generally complying with the definition in Article II:1 of the current CSC Convention. Also including flats and pallets, spares and accessories in every day usage, to perform the Insured Services.

Contractual Carrier

A person who has entered into an agreement to carry Cargo.

Discretion

Absolute and unfettered discretion.

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Document

This term includes any permanent or semi-permanent record of information whether on paper or in a digital format, whether or not requiring electronic processing.

Equipment

The Equipment described as such in the Schedule and used by You in the course of the Insured Services.

Expiry Date

The date identified as such in the Schedule.

General Conditions

Mandatory terms and conditions applying to the Policy issued by Us.

Inception Date

The date identified as such in the Schedule.

Insured Service

The business identified as such in the Schedule.

Joint Insured

The Party or Parties described as such in the Schedule and having a financial interest with the Main Insured.

Main Insured

The Party described as such in the Schedule.

Occurrence

A fortuitous happening that takes place at an identified time and place. This shall mean loss or damage arising directly or indirectly from one event.

Policy Limit(s)

The relevant Policy limit(s) as set out in the Schedule.

Policy Period

The period described as such in the Schedule.

Premium

The agreed sum or sums that you pay in recognition of the agreement between Us as evidenced by the Policy. When premium is to be paid in installments or other stages, this term includes each installment or stage separately.

Project Cargo

Substantial movements of commodities to facilitate the construction of a commercial project, during a known and demonstrable period of time.

Reckless act or omission

An act or omission made with an awareness of the possible consequences, but an indifference as to whether they might result.

Rented

This term includes leased Property but does not include any arrangement under which there is an option or right to purchase.

Revenue

Each and every sum received by You and relating to the provision of the Insured Services, for which You are insured by Us and as more particularly stated in the Policy.

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Schedule

The Schedule forming part of this Policy.

Territorial Scope

As described in the Schedule. References to any country shall include the territorial waters of that country.

Third Party

Any person, party or entity, but excluding “You” or “Us”.

Third Party Property

Tangible Property or Equipment belonging to a Third Party. Third Party Property does not include Cargo or any Property or Equipment belonging to or leased to or chartered to the Insured.

Third Party Property Damage

Physical loss of, or damage to or destruction of Third Party Property, including loss of use of the Property so lost, damaged or destroyed.

We

Navigators. “Us” and “Our” shall be construed accordingly.

Writing

This includes facsimile, telex, printing, and any other permanent method of representing words in a visible form, including e-mail.

You

The Main Insured and any Joint Insured. Where there is more than one Insured, “You” applies to each of You as well as all of You. “Your” shall be construed accordingly.

Words in the masculine include the feminine and vice versa.

Words in the singular include the plural and vice versa.

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Section 1

INSURANCE FOR CARE OF CARGO

This Section is only in force if it is described as such in the Schedule. It insures losses occurring during the Policy Period.

1. Cargo Liability

We will indemnify You in respect of your liability, following fortuitous loss of, or damage to cargo, including consequential loss, and arising from Your Approved Standard Trading Conditions. However, if Your Approved Standard Trading Conditions are legally circumvented, then We will recognize such award as determined by the Court or similar legal entity, but only to the extent as provided by the limits agreed by Us and as stated in the Schedule.

I.1. In respect of consequential loss, We will pay only up to a limit of any one occurrence, unless otherwise agreed by Us in writing.

I.2. In respect of perfumes, tobacco and its products, bottled wines and bottled spirits, mobile telephones and components thereof, PDAs, DVD players and/or recorders, computer games, flat screen televisions, computers and components thereof, digital music players and/or recorders, We will pay only up to a limit of any one occurrence including duties and taxes any one conveyance or location, or the Schedule limit of smaller, unless otherwise agreed by Us in writing.

If You prove to Our reasonable satisfaction that You were not aware of the nature, type or value of the cargo, despite having made reasonable efforts to ascertain the same and provide that You have in place written instructions for Your staff to follow to determine the nature, type, or value of the cargo, then We will pay up to the limit specified in the Schedule or in the aggregate for all such claims in any one Policy Period, whichever is the lesser.

If an indemnity is provided under this clause, any additional amount of such claim shall not be recoverable under any other Section of the Policy.

I.3. In all cases noting shall be construed as a waiver of Your Approved Standard Trading Conditions.

I.4. If You engage in the movement of Project Cargo, then it is a Condition Precedent to cover being in place that all such movements are notified to Us prior to that transport commencing.

2. General Average and Salvage

We will indemnify You in respect of General Average and Salvage contributions for which You are liable. It is a Condition Precedent to making a claim that You have, at Your own expense, taken all reasonable steps to obtain recovery from the party or parties concerned.

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3. Exclusions

In no case shall insurance under this Section cover loss, damage, liability, or expense caused by:

- 3.1. Inherent vice, ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear.
- 3.2. Defective or unsuitable packing or preparation of the cargo (for carriage) by Your customer, or any other person claiming an interest in the cargo concerned, unless You are legally responsible as an owner of cargo having issued negotiable way-bills in the operation of the Insured Services. In such cases We will indemnify You, but only to the extent that such loss or damage is recoverable in accordance with the terms and conditions enacted by You, or imposed upon You by Act or Statute.
- 3.3. Breach of professional duty by reason of any negligent act, error or omission, committed or alleged to have been committed by any of You, or any of your directors, or any person employed at the material time by any of You, in Your professional capacity.

Nothing in this clause shall be construed as a waiver of the Policy restrictions that apply in respect of Your liability arising in the United States of America or Canada, unless to the extent that We have agreed otherwise.

Coverage granted by this Section is subject to the Schedule and General Policy Conditions.

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Section 2

INSURANCE OF EQUIPMENT

This Section is only in force if it is described as such in the Schedule and declared to Us. It insures losses occurring during the Policy Period.

1. Loss of or damage to Equipment: -

We insure You: -

- 1.1. Against total or constructive total loss of the Equipment, occasioned by an identified fortuitous cause.
- 1.2. Against the risk of partial loss of or damage to replaceable or separate parts of the Equipment by an identified fortuitous cause.
- 1.3. In respect of General Average and Salvage charges incurred in order to avoid an insured loss. If the Equipment has not been insured for its full contributory value, then the coverage under this Section shall be reduced proportionately.

1.4. For Equipment rented by You under the terms of an approved Equipment lease, against liability for: -

1.4.1. Rent and/or

1.4.2. Failure to redeliver rented Equipment to the lessor in accordance with lease terms including delay resulting from the need to effect repairs to insured Equipment.

provided that: -

1.4.3. The loss is caused by an identified fortuitous cause beyond Your control and

1.4.4. The limit of Our liability shall be a sum equal to 35 days' rent in respect of any one item covered and

1.4.5. Nothing is recoverable under this clause 1.4 in respect of breach of regulations and instructions (including those of manufactured Equipment) relating to the safe working and operation of Equipment that is in Your care, custody and control for the operation of the Insured Services.

2. Basis of Settlement

2.1. The Basis of Settlement shall be the value as stated in the Schedule.

This value can be:

- the market value;
- the new replacement value;
- the depreciated book value, or
- the value agreed between Us and You.

In the case of rented Equipment, the value stated in the Schedule and basis of settlement must be commensurate with the sum due by You to the lessor under the lease or hiring agreement.

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- 2.2. Except in case of a value agreed between Us and You, if we determine that the value of Equipment is greater than that as appearing in the Schedule, whether this be for repair or reinstatement of the Equipment, We have the right to adjust the indemnity payment.
- 2.3. We may replace or repair items lost or damaged.
- 2.4. We may make a reduction in respect of: -
 - 2.4.1. betterment.
 - 2.4.2. cost saved in respect of work that is not Our responsibility under the Policy, but is undertaken simultaneously with work for which We are liable hereunder.
- 2.5. In the case of temporary repairs, liability is restricted to: -
 - 2.5.1. the cost of the temporary repair.
 - 2.5.2. loss or damage reasonably attributable to a deficiency of the temporary repair, provided the temporary repair has first been approved by Us.
3. This insurance excludes absolutely
 - 3.1. Ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration.
 - 3.2. Inherent vice or the nature of the subject matter insured.
 - 3.3. Latent defect, faulty manufacture or design.
 - 3.4. Mechanical or electrical breakdown unless caused by an identifiable external accident.
 - 3.5. Any liability for Third Party Property Damage and/or Bodily Injury, unless previously agreed by Us in writing.

Coverage granted by this Section is subject to the Schedule and General Policy Conditions.

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Section 3

THIRD PARTY LIABILITY INSURANCE

This Section is only in force if it is described as such in the Schedule. It insures losses occurring during the Policy Period.

1. We will provide an indemnity in respect of Your liability to pay damages to a Third Party imposed by law and arising from the Insured Services. In addition, We insure you for the tort liability of another party which You assume under contracts which have been approved by Us in writing. Liabilities insured hereunder are in respect of: -

1.1. Bodily Injury

1.2. Third Party Property Damage.

2. Exclusions: -

This Section does not insure the following: -

2.1. Liability for Bodily Injury arising from or incurred in the course of a contract of employment, service, or apprenticeship.

2.2. Liability arising from or connected with the ownership, possession or use, of any mechanically propelled vehicle on a road designated for public usage.

2.3. Liability for loss of or damage to Property: -

2.3.1. Belonging to, on hire, leased, or rented by, or lent to any of You.

2.3.2. In Your custody or held in trust by any of You.

2.4. Liability arising out of goods or products manufactured, sold, or distributed by You, including any Container, chassis or trailer.

2.5. Liability arising from breach of professional duty by reason of any negligent act, error or omission, committed or alleged to have been committed by any of You, or any of your directors, or any person employed at the material time by any of You, in Your professional capacity.

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Section 4

PROFESSIONAL INDEMNITY

This Section is only in force if it is described as such in the Schedule. The insurance coverage provided is on a “claims made during the Policy Period” basis and this is described below in more detail.

1. You will be indemnified for any claim which is first made against any of You during the Policy Period, for breach of professional duty by reason of any negligent act, error or omission, committed or alleged to have been committed by any of You, or any of your directors, or any person employed at the material time by any of You, in Your professional capacity.
2. It is a Condition Precedent to Your right to be indemnified under this Section that You give to us immediate notice in writing of: -
 - 2.1. Any claim made against any of You and the receipt of notice from any person of an intention to make a claim against any of You.
 - 2.2. Any circumstance, of which any of You become aware during the Policy Period, which is likely to give rise to a claim against any of You. If such notice is given and accepted in writing by Us and later gives rise to a claim which is within the scope of this Section, whether made during or after the Policy Period, such claim shall be deemed, for the purpose of this Policy, to have been first made during this Policy Period and We will indemnify You accordingly.
3. We will indemnify You for reasonable legal fees and expenses incurred with Our written consent in the defence or settlement of any such claim.
4. In no circumstances whatsoever shall We indemnify You in respect of any act, error or omission committed, or alleged to have been committed, before the retroactive date stated in the Schedule.
5. You are also insured against any claim arising from allegations of: -
 - 5.1. Defamation
 - 5.2. Wrongful arrest, constraint or confinement of a person.
 - 5.3. Malicious prosecution
6. This insurance excludes absolutely claims arising from: -
 - 6.1. Breach of any duty, regulation or statute, by Your Principal, Director, or Executive Officer. Including anything that can more properly be described as the accountability of “Directors and Officers” (more commonly known as “D & O” insurance) in their sole capacity as representing You as individuals or collectively, whether or not acting with the consent of any Principal, Director, or Officer.
 - 6.2. Any offence occasioned by a person or persons arising outside the course of their employment with the Insured.
 - 6.3. Any announcement by any means whatsoever on the Insured’s part in any media publication or broadcast by any telecommunication system whatsoever.

Coverage granted by this Section is subject to the Schedule and General Policy Conditions.

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Section 5

FINES AND PENALTIES

This Section is only in force if it is described as such in the Schedule. The insurance coverage provided is on a “claims made during the Policy Period” basis and this is described below in more detail.

1. Fines and penalties

Indemnity is provided in this Section in respect of any claim which is first made against any of You during the Policy Period, provided always that such claim arose from Insured Services provided during the Policy Period, for:

1.1. [Notwithstanding General Condition 5.1.4.4.] Sums which You are legally liable to pay to an Authority or a Third Party in satisfaction of fines or penalties resulting from the following:

1.1.1. Innocent (which in the context of this Clause 1 means without deliberate wrongdoing) wrongful description of the nature or quantity of cargo in cargo manifests, waybills, bills of lading, mates' receipts and documents prepared for the purposes of customs clearance.

1.1.2. Innocent breach of: -

1.1.2.1. Regulations concerning the import and export of goods.

1.1.2.2. Regulations concerning documentation in relation to cargo whether imported or exported.

1.1.2.3. Customs or immigration law.

1.1.2.4. Regulations in respect of safe working conditions.

1.2. [Notwithstanding General Condition 5.3.2.] Sums which You are legally liable to pay to a Third Party in satisfaction of a claim made against You in respect of Third Party Property confiscated by an Authority but only when as a direct result of the commission of acts of the type listed in this Clause 1.

2. Exclusions

In no circumstance will we indemnify You in respect of any claim arising from: -

2.1. Any offence committed by your Principal, Director, or Executive Officer. Including anything that can more properly be described as the accountability of “Directors and Officers” (more commonly known as “D & O” insurance) in their sole capacity as representing You as individuals or collectively, whether or not acting with the consent of any principal, director, or officer.

2.2. Any offence committed with the knowledge or consent of You as Principal, Director, or Executive Officer.

2.3. Any fine or penalty levied by the Federal Maritime Commission of the United States of America, in respect of: -

2.3.1. Failure to post a required tariff.

2.3.2. Failure to post a bond.

2.3.3. Failure to appoint an agent.

2.4. Any offence of strict liability arising from the completion of customs documents.

2.5. Any offence concerning Bodily Injury arising from or incurred in the course of a contract of employment, service or apprenticeship.

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Section 6

PROPERTY

This Section is only in force if it is described as such in the Schedule. This Section insures You in respect of losses occurring during the Policy Period.

Unless otherwise agreed by Us in writing the term “Property” is limited to buildings, electrical equipment, machinery, docks, wharves, dolphins, pipelines, tanks, retaining walls, bulkheads, landfills and such structures permanently located within the port area and declared to Us as evidenced by the Schedule. In respect of landfill sites, excluding absolutely any Property built thereon, whether or not owned or operated by You. All items to be specifically agreed by Us in writing and appearing in the Schedule.

1. We may choose to restrict or deny acceptance of a risk when the Property is located in an area that is prone to certain hazards of nature. We will identify in the Schedule such restrictions and exclusions to this Section of the coverage, in addition to those perils excluded in clause 3.10. hereunder.
2. Subject to the application of clause 1 above, You are Insured against: -
 - 2.1. The risk of physical loss or damage to the Property.
 - 2.2. Expenses reasonably incurred by You in removing debris (that which constitutes the insured Property) and resulting directly from physical loss or damage occasioned by an insured peril, but limited to 20% of the insured value of the Property declared in the Schedule, unless We have agreed otherwise.
 - 2.3. If a claim is presented and is covered by clauses 2.1. and 2.2., in no event shall Our liability exceed the sum insured, being the declared value of the subject Property, as disclosed to Us and more specifically stated in the Schedule. We have the right to reinstate or replace Property.
3. You are not Insured against: -
 - 3.1. The consequence of withholding or reduction of power (including water power).
 - 3.2. Any loss of or damage to Property caused by processing, renovating, repairing or faulty workmanship, unless You prove that the loss or damage was caused by a person or persons, not under a contract of employment with You.
 - 3.3. Any loss or damage caused by normal wear and tear, or any loss or damage attributable in any way to latent defect, gradual deterioration, fatigue, oxidation, electrolytic action or inherent vice.
 - 3.4. The consequences of any breach of working regulations and practices including, but not restricted to, manufacturers’ standard protocols and recommendations committed by Your employees or any party acting under Your directions, including sub-contractors.
 - 3.5. Any loss or damage caused by loss of market, loss of use, interruption of business, or a consequential loss of any nature.
 - 3.6. Any loss or damage attributable in any way to faulty workmanship or manufacture. This includes, but is not limited to, design, materials, installation and/or erection.
 - 3.7. The consequences of any action by a director, officer, manager or employee to sabotage or restrict the working capability of insured Property and any direct or indirect consequences of such act or actions.

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- 3.8. Any loss or damage caused by breakdown or failure of machinery, including computers or by any commands generated by information technology.
- 3.9. Any loss or damage caused by the freezing of plumbing, heating or air-conditioning systems or their appliances.
- 3.10. Any loss or damage caused by subsidence or loss of sea-bed, earthquake, tsunami, seaquake and the consequences thereof.
- 3.11. Any claim directly or indirectly relating to unexplained loss or mysterious disappearance. This includes any losses that are only discovered at the time of an inventory being undertaken.
- 3.12. Any claim relating in any way to Your infidelity or dishonesty, or that of Your directors, officers or managers, or employees, or others to whom the Property may be entrusted.
- 3.13. Any loss or damage caused by moths, vermin, termites or other insects.
- 3.14. Any loss or damage caused by the backing-up of any sewers or drains whether or not these drains or sewers are located in the port area.
- 3.15. Any claim relating in any way to buildings that are in the course of construction and including materials as yet unused or the purposes of such construction.
- 3.16. Any claim relating in any way to any access ways for vehicles or pedestrians including, but not limited to roads, parking areas, pavements and walkways, within the designated areas of Your control.
- 3.17. Any claim relating in any way to any monies, banknotes, securities, deeds, contracts and company records, accounting ledgers, whether manual or otherwise.
- 3.18. Any claim relating in any way to any Property, goods or merchandise held by You for Your beneficial interest.

Coverage granted by this Section is subject to the Schedule and General Policy Conditions.

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Section 7

BUSINESS INTERRUPTION

This Section is only in force if it is described as such in the Schedule. This Section insures You in respect of losses occurring during the Policy Period.

1. Indemnity is provided following interruption to Your business resulting from the accidental physical blockage of an insured berth, or any approach channel or waterway, caused by the sinking or stranding of watercraft capable of self propulsion and is only recoverable during the Loss Period as stated in the Schedule.
2. We insure You against Loss of Profit. Loss of Profit is the reduction in Your Revenue during the Loss Period less any saving that would have accrued to You, including both direct and indirect taxes, and budgeted sums that are “saved” by the interruption to Your Insured Services.

In the event that You are able to arrange for the Insured Services to be provided at an alternative location, a deduction will be made for any increase in Revenue at that location.

3. You are also Insured against increased cost of working when You are prevented from providing the Insured Services insured by Us, in consequence of an accident more properly described in clause 1 above. Such costs are only recoverable to avoid or minimise the effects of a reduction in Your Revenue during the Loss Period, but can never exceed the total sum of lost Revenue. Including such reasonable costs and expenses for investigating a loss that would otherwise be recoverable from the Policy and with Our prior approval.
4. The Loss Period, which is the period during which Your Revenue is affected in consequence of an accident more properly described in clause 1 above, shall be the period commencing fourteen (14) days after the accident and ending not later than forty-five (45) after the accident, unless otherwise agreed in writing by Us.
5. You are not insured for any loss attributable to lack of maintenance or diligence, failure to comply with local laws or by-laws, breaches of regulations or order, demand, appropriation, seizure by any Government or Authority for any reason whatsoever including in time of war, civil strife and unrest.
6. You must keep Us advised of the following:
 - 6.1. any changes to any reserve berths, approach channel or waterway, which could avoid or minimise the risk insured hereby and which was in existence when this insurance commenced;
 - 6.2. any alteration to an insured berth, approach channel or waterway which could increase the risk of a claim hereunder.

Coverage granted by this Section is subject to the Schedule and General Policy Conditions.

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Section 8

GENERAL CONDITIONS

1. Premium

- 1.1. The Premium to be paid and the time for payment of Premium are set out in the Schedule. The Premium must be paid within the time specified in the Schedule. If no time for payment is specified in the Schedule, You must pay the Premium within 30 days of the Inception Date.
- 1.2. If You fail to pay Premium on time, interest will accrue at 2% per calendar month on outstanding balances both before and after any judgement or award.
- 1.3. If payment of Premium is overdue by more than 7 days, We may give a minimum of 7 days' notice, referring to this clause, stating Our intention to cancel the Policy for non-payment of Premium. If You do not pay the outstanding Premium within the notice period, the Policy may be cancelled ab initio.
- 1.4. If the Policy is cancelled under this clause, no liabilities shall accrue against Us after the effective time of termination, but liabilities accrued prior to then shall remain in force. We shall remain entitled to receive or retain Premium in proportion to the time on risk.

2. Main Insured and Joint Insured(s)

- 2.1. You agree that the proposal form, which is incorporated into and forms the basis of this contract, was signed on behalf of each of You and that any error or omission in the proposal form, shall be treated as an error or omission by each of You.
- 2.2. You agree to be jointly and severally liable for Premium.
- 2.3. Any failure to disclose material information within the knowledge of any of You shall be treated as a failure to disclose by each of You.
- 2.4. Any Policy Limit shall be construed as a limit on the aggregate amount payable to You all.
- 2.5. Any notice given to the Main Insured shall be treated as good notice to each of You.
- 2.6. You irrevocably authorize the Main Insured to be your agent to agree, receive payment of and give a good discharge for claims due from us under this Policy. We may therefore pay to the Main Insured any sum due to any of You.
- 2.7. Where more than one party comprises the insured, each of the parties shall for the purpose of this Policy be considered a separate and distinct entity and the word "insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties. We hereby agree to waive all rights of subrogation or action we may have or acquire against any of the aforesaid parties arising out of any Occurrence in respect of which any claim is made hereunder, PROVIDED NEVERTHELESS that nothing in this clause shall be deemed to increase the limit of indemnity in respect of any one accident or Occurrence as stated herein.

3. Your Duties

- 3.1. You will use your best efforts to ensure that at all times Your agents, contractors, sub-contractors and co-ventures have relevant expertise and are reliable, honest and credit-worthy and maintain insurance or other financial resources commensurate with the risks they face.

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- 3.2. You will at all times act in a prudent and business like manner and as if uninsured.
- 3.3. If any of You breach any of the above duties, We shall be entitled to reduce any claim to the extent that We reasonably consider that Your breach has caused, contributed to, or aggravated a claim made against Us.
- 3.4. You must notify Us of any increase in the risk within 7 Days of Your becoming aware of it. If the increase is material, We will alter the terms of this Policy to reflect the increased risk. If You fall to provide immediate notice and the increase in the risk is material, We will not be liable for any loss, damage, liability or expense which We would have excluded if the increase in the risk had been duly notified to Us.
4. Your Trading Conditions
 - 4.1. You agree that the terms on which You deal with Your customers are and will be no less favorable than those contained in Your Approved Standard Trading Conditions.
 - 4.2. To the extent that You are, or are deemed by law to be, the carrier of goods, whether internationally or domestically, You agree that your liability to Your customers shall be no more extensive than that which applies compulsory by law.
 - 4.3. You will not agree to waive or increase such limits of liability as may be available to You, unless previously agreed by Us in writing.
 - 4.4. If You are in breach of this clause and We have agreed to provide an indemnity, the sum recoverable under the Policy will be restricted to such limitation amounts as would apply pursuant to the foregoing provisions of this clause.
5. Exclusions
 - 5.1. This Policy does not insure the following: -
 - 5.1.1. Loss, damage, liability or expense arising directly or indirectly from the carriage of passengers.
 - 5.1.2. Loss, damage, liability or expense to the extent that it is caused or aggravated by Your deliberate or reckless act or omission, or that of Your directors, officers or senior management.
 - 5.1.3. The ownership, leasing or chartering by You or on Your behalf of any vessel or aircraft, whether or not in the operation of the Insured Services.
 - 5.1.4. Liability to the extent that it consists of: -
 - 5.1.4.1. Punitive, exemplary, aggravated or any other type of damages, fines or penalties, which are not purely compensatory.
 - 5.1.4.2. Penalty clauses, demurrage clauses, liquidated damages clauses, or other such liabilities whether or not based on delay.
 - 5.1.4.3. Any liability that is pursued in the courts of a place that is outside the Territorial Scope.
 - 5.1.4.4. Direct or indirect liability for fines or penalties, whether criminal or administrative,

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except as specifically covered under Section 5 (if that Section is in force).

- 5.1.4.5. Loss, damage, liability or expense directly or indirectly resulting from or incurred in the course of any activity that is illegal or criminal.
- 5.1.4.6. Loss, damage, liability or expense to the extent that it is caused by, contributed to or aggravated by, insolvency or financial default of any person.
- 5.1.4.7. Exposure to the natural consequences (including both mental and physical consequences) of trade involving the handling, inhalation or absorption of substances derived from asbestos, coal, lead, pesticides, drugs of any kind or any similar products.
- 5.1.4.8. Loss, damage or liability discovered during stock-taking and any mysterious disappearance of property, except to the extent that You prove that the loss or damage can reasonably be attributed to a particular fortuitous insured event at a particular time and place.
- 5.1.4.9. Loss arising out of discharge, dispersal, release, or escape of smoke, vapours, soot fumes, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes or other irritants, contaminant or pollutants) into or upon land, the atmosphere, or any watercourse or any body of water.

This exclusion shall not apply, however, provided that You can establish that all of the following conditions have been met: -

1. The Occurrence was accidental and was neither foreseeable nor intended by You.
2. The Occurrence can be identified as commencing at a specific time and date during the Policy Period.
3. You became aware of the Occurrence within 72 hours of its commencement.
4. You reported the Occurrence to Us within 30 days of having become aware of it.
5. The Occurrence was not the result of Your intentional or willful violation of any governmental statute, rule or regulation.

Nothing contained within this exclusion shall operate to provide any coverage with respect to:

- a. loss of, or damage to or the loss of use of property directly or indirectly resulting from subsidence caused by any sub-surface operations carried out by You or on Your behalf;
- b. removal of, loss of or damage to sub-surface oil, gas or any other substance;
- c. any site or location using in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any hazardous waste materials or substances or the transportation of any hazardous waste materials or substances.

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5.1.4.10. Loss, damage, liability or expense incurred in the course of any hazardous trade that has not been agreed in writing by Us including, without limitation: -

- a. Dredging, dumping of spoil, drilling, core sampling, oil production or distribution, cable-laying, blasting, pile driving and sub-sea operation.
- b. The carriage of Cargo that does not comply with the IMCO Dangerous Goods Code or other recognised code for the mode of transport utilised, unless You prove that You, or Your directors, officers or senior management were not aware and could not reasonably have ascertained that such Cargo was being carried.

5.1.4.11. Loss, damage, liability, or expense arising from the adherence to or breach of rules of a Trade Association or similarly constituted body, such as a Line Conference or Freight Association, whether or not You are a member of such association or body at the time of such breach or at the time when any relevant allegation is made against You.

5.1.4.12. Any claim arising from a deliberate misrepresentation in a bill of lading or similar negotiable instrument or any attempt thereat.

5.2. This Policy will not respond in respect of any loss, damage, cost, Bodily Injury, personal injury, liability, alleged liability, expense, fine or penalty, and/or duty to defend, arising out of or resulting from any actual or alleged unlawful acts, whether such acts are or are alleged to be intentional or otherwise, relating to:

- (i) any refusal to employ or retraction of any employment offer;
- (ii) any suspension or termination of employment of any person employed by You;
- (iii) any employment-related practices, policies, acts or omissions such as but not limited to:
 - (1) the coercion, demotion, evaluation, reassignment, discipline, civil or criminal prosecution, defamation, or humiliation of any person employed by You;
 - (2) discrimination or harassment of any nature whatsoever against any person employed by You, including, but not limited to, discrimination based on race, colour, creed, religion, sex, age, national origin, alienage, disability, or sexual orientation;
- (iv) actual or alleged violations of the “Americans with Disabilities Act”;
- (v) claims made by relatives of any person at whom any of the foregoing is/are directed.

This exclusion applies:

1. Whether the You may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of injury.

5.3. Notwithstanding any other provision whatsoever, other than provisions referring specifically to this sub-clause, this Policy does not insure loss, damage, liability, or expense directly or indirectly caused by

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or contributed to or arising from: -

- 5.3.1. War, civil war, revolution, rebellion, insurrection, military or usurped power, civil strife, civil commotion, civil unrest or riots, or any hostile act by or against a belligerent power, and the consequences of any of these.
- 5.3.2. Capture, seizure, arrest, restraint, detainment, confiscation, nationalisation, requisition or pre-emption and the consequences of, or any attempt at any of these.
- 5.3.3. Derelict mines, torpedoes, bombs or other derelict weapons of war.
- 5.3.4. Strikers, locked-out workmen, or persons participating in labour disputes and disturbances (whether legal or otherwise) and the consequences of strikes, lock-outs, labour disputes and disturbances.
- 5.3.5. Destruction of or damage to property by or under the order of any Government or public or local authority.

- 5.4. This Policy excludes any loss, damage, liability or expense arising from terrorism, and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means, or putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

- 5.5. This Policy shall exclude and be free of any claim for any direct, indirect and/or consequential liability, expense and/or duty to defend arising out of exposure to mould, mildew or fungus.

This clause 5.5 also applies to:

- a) the cost of abatement, mitigation, removal or disposal,
- b) any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- c) any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

- 5.6 This Policy does not insure loss, damage, liability or expense arising from, or in any way connected, whether directly or indirectly, with: -

- 5.6.1. The actual or anticipated failure or inability of any computer or electronic device or component or system or embedded programming or software, whether or not belonging to or in the possession of the Main Insured or Joint Insured(s), in any of the following respects (but without prejudice to the generality): -

- i) Correctly and unambiguously to assign any date to the correct day, week, year or

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century;

- ii) Correctly to recognize, sequence or compute any date, which is or is intended to be beyond 31st December 1998;
- iii) To continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1st January 1999;

5.6.2. The use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programme;

5.6.3. Any measures taken with the intention of averting or minimizing any of the above.

5.7 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons (CL370).

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

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

5.7.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

5.7.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

5.7.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

5.7.4. 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

5.7.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

5.8. Cyber Attack Exclusion (CL380)

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

5.8.1. Subject only to clause 5.8.2 below, in no case shall this Policy 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.

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

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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 5.8.1 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.

5.9. Notwithstanding anything to the contrary contained in this Policy, it is hereby agreed that the coverage afforded by this Policy does not apply to “Bodily Injury”, “personal injury” or “property damage” arising out of:

5.9.1. inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or

5.9.2. the use of asbestos in constructing or manufacturing any goods, product or structure; or

5.9.3. the removal of asbestos from any good, product or structure; or

5.9.4. the manufacturing, transportation, storage or disposal of asbestos or goods or products containing asbestos.

5.10. Excluding absolutely, the provisions of the Contracts (Rights of Third Parties) Act 1999. This insurance does not inure to the benefit of any Third Party in respect of any right or benefit conferred upon You by the existence of this insurance.

6. Claims

6.1. It is a Condition Precedent to Our liability that immediate and written notice is given to Us, of any circumstances of which any of You or any of Your directors, officers or senior management become aware, which has given, or may give rise to a claim under this Policy.

6.2. If You fail to comply with the requirement of Clause 6.1. and thereafter accept in writing that such failure releases Us from liability, then We may at Our Discretion, agree to provide a partial indemnity. The partial indemnity shall not exceed Our estimate of the amount that would have been due if immediate notice had been given in accordance with Clause 6.1.

6.3. You will keep Us fully informed of all facts and make available documents within Your custody, possession, or power, in connection with any claim or circumstance which may give rise to a claim against Us. You will allow Us to take copies (including in digital format) of all such documents and allow access to Your computer software and hardware to the extent necessary.

6.4. You will allow Us and Our agents to interview any person who is, or was Your director, officer, employee, manager or agent. As regards any person who was a director, officer, employee, manager or agent, You will use your best efforts to secure their co-operation.

6.5. You will not, without Our previous written agreement, settle or admit liability for any claim which may be wholly, or in part, covered herein.

6.6. We may direct or control the handling of any claim or proceedings relating to any liability insured under this Policy. If You refuse to consent to any settlement recommended by Us but decide to contest or continue to contest legal proceedings, then Our liability shall not exceed the amount for which We could have settled the claim, plus legal costs (in accordance with Clause 12 if appropriate) incurred to the date of Your refusal.

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6.7. In no circumstances whatsoever shall We be obliged to issue bonds or guarantees, save for General Average or Salvage Guarantees as may have been agreed by Us.

6.8. In respect of loss, damage, or delay arising prior to the completion of the contract of affreightment, on-carriage to the appointed destination will be by the same mode as the original mode of carriage unless We shall determine otherwise.

7. Appointment of Lawyers and Experts

When a claim is made against any of You in respect of which an indemnity may be payable under this Policy, We may appoint a lawyer or other expert on Your behalf. We will pay the fees of a lawyer or expert so appointed. If, before Our intervention, You have appointed a lawyer or expert, We shall only be liable to reimburse the reasonable fees of the lawyer or expert and then only on such basis as We shall at Our Discretion decide.

8. Sue and Labour

8.1. We may sue and labour on Your behalf. You agree to co-operate fully.

8.2. It is Your duty and that of Your agents in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss, damage, liability or expense, that is insured under this Policy.

8.3. If you obtain Our prior approval of the steps You intend to take, We will reimburse expense incurred by You in fulfilling Your obligations under sub-clause 8.2. Our liability under this clause shall be subject to the relevant limit and deductible and shall not be treated as a supplementary engagement.

8.4. Clause 6 shall prevail, in the event of any conflict with this clause.

9. Subrogation

9.1. You must take all necessary steps to preserve and pursue rights of recovery that may inure to Our benefit. If requested by Us, You must assign such rights of recovery to Us.

9.2. If You obtain Our written approval of the steps to be taken, We will reimburse expenses incurred by You in fulfilling Your obligations under sub-clause 9.1. Our liability under this sub-clause 9.2 shall be subject to the relevant limit and deductible and shall not be treated as a supplementary engagement.

9.3. We are entitled to the benefit of any actual and potential recoveries from Third Parties who, whether through a civil wrong or breach of contract, may have caused or contributed to a claim recoverable under this Policy.

9.4. If any recovery is made prior to settlement of Your claim, We shall be entitled to take credit for the recovery in quantifying Our liability.

9.5. All recoveries and potential recoveries shall be held in trust first for the payment of reasonable legal or other experts' fees incurred in making the recovery, then for Our benefit and finally for Your benefit.

9.6. In apportioning the benefit of any recovery, the following principles will apply: -

9.6.1. Interest shall be applied to all relevant sums (including Policy Limits, deductibles and all sums already paid by You or Us) at the Central Bank Lending Rate for the currency concerned, in order to attribute to them a value as at the date of the recovery. The resulting figures shall be the basis for the allocation and distribution of the recovery.

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- 9.6.2. Your claim shall be re-calculated as though payable by Us on the day following the date of the recovery and the recovery shall be allocated and distributed to reflect the re-calculation. In no circumstances however shall the making of a recovery result in Our having to make any additional payment to You, save to account to You for interest notionally due pursuant to such re-calculation.
- 9.7. In no circumstances shall this insurance inure to the benefit of Your contractor, sub-contractor, joint-venturer, customer or any other person.
- 9.8. You shall not, without Our prior written consent, give any waiver of subrogation to any person not an Insured.
10. Deductibles and Policy Limits
- 10.1. In calculating our liability, credit will be given to Us for any relevant deductible, as may be stated in the Schedule.
- 10.2. If a circumstance, accident or Occurrence gives rise to more than one claim, then the largest deductible alone shall apply.
- 10.3. The limit under each applicable insured Section shall, unless the contrary is stated, apply to limit Our liability for any event or Occurrence, or series of events or Occurrences, arising out of one cause.
- 10.4. In no circumstances whatsoever shall Our liability, including sue and labour, legal fees and costs, exceed the Policy Limit set out in the Schedule.
11. Territorial Scope
This insurance only covers Your Insured Services and risks situated within the Territorial Scope of this contract and as agreed by Us.
12. Set-off
- 12.1. We may effect a set-off against any sum due to any of You, in respect of outstanding debts to Us.
- 12.2. We may provisionally set-off against any sum due to any of You any damages claimed against any of You for breach of duties under this Policy, pending determination of Our claims for such breach.
13. Coverage, Cancellation and Termination
- 13.1. The insurance provided under this Policy shall, unless the Schedule otherwise provides, begin at 00.00 on the Inception Date and expire at 24.00 on the Expiry Date, local times.
- 13.2. We may, at Our Discretion, on giving 14 days' written notice of cancellation referring to this sub-clause, terminate this Policy without giving a reason. You must give Us 14 days' written notice of cancellation. If this Policy is terminated under this sub-clause, no further liability shall accrue against Us after termination comes into effect, but liabilities accrued prior thereto shall remain in force. We shall remain entitled to receive or retain Premium in proportion to the time on risk.
- 13.3. The insurance provided by this Policy shall terminate automatically as regards all of You, in the event that any of You:
- 13.3.1. As a natural person:
- 13.3.1.1. Die.

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13.3.1.2. Are incapable of managing your property or affairs as determined by competent authorities.

13.3.1.3. Become bankrupt or make an arrangement or composition with Your creditors or a receiving order is made against You, or any of the equivalents in Your country where the main business (the subject of such order) is situated or registered.

13.3.1.4. You cease to have any interest in the subject of this insurance.

13.3.2. As a corporate entity:

13.3.2.1. A receiver, trustee, administrator or liquidator (whether provisional or otherwise) or any of the equivalent in Your country is appointed where the main business (the subject of such appointment) is situated or registered, or an order is made for You to receive protection from Your creditors or to be wound up. However, by prior agreement, We may at our Discretion waive this in the case of an amalgamation or reconstruction, not involving insolvency.

13.3.2.2. You cease to have any interest in the subject of this insurance.

14. Fraud and Deliberate Misrepresentation and Non-Disclosure

14.1. If You, or any of You, or any of Your directors or officers deliberately mislead Us, or attempt to do so, whether in connection with the negotiation of this Policy or any variation, extension, or renewal of it or in connection with a claim, We shall be entitled to declare this Policy void. In such a case, We will not be obliged to pay any further claims to any of You and will be entitled to recover from each of You in respect of any claims previously paid.

14.2. For the purpose of this clause, “mislead” includes both making a misrepresentation and concealing facts.

15. Waiver

No forbearance or delay by Us shall result in a waiver of any of Our rights.

16. Assignment

You may not assign this Policy or any of its benefits.

17. Notices

Any notice to You, or to any of You, will be valid if given in writing to the Main Insured or to the insurance broker (if any) who placed this Policy on Your behalf.

18. English Law Clause

This Policy is subject to English law. Except where inconsistent with the terms of this Policy, the English Marine Insurance Act 1906 shall apply to this Policy.

19. No Third Party Benefit

This contract is not intended either: -

19.1. To confer any benefit on any Third Party or

19.2. To be enforceable by any Third Party.

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20. Jurisdiction and Arbitration

- 20.1. Any claim by Us for Premium due may be made at Our option, either under the Arbitration Clause below, or in any Court having jurisdiction over any of You. You submit to the jurisdiction of the Commercial Court in London as regards such claims.
- 20.2. Subject to the above sub-clause, any dispute between the parties arising out of this Policy (including disputes about its formation or retrospective termination) shall be the subject of arbitration on the terms set out below and such arbitration shall be a condition precedent to any right to proceed before any Court of any country.
- 20.3. Unless the parties agree upon a single arbitrator within 30 days of one receiving a written request from the other for arbitration, the claimant (the party requesting arbitration) shall appoint his arbitrator and give written notice of the appointment to the other party (the respondent). Within 30 days of receiving the notice of arbitration, the respondent shall appoint his arbitrator and give written notice of the appointment to the claimant. If the respondent fails to appoint his arbitrator within this time, the arbitrator appointed by the claimant shall become the sole arbitrator.
- 20.4. If the above process duly results in the appointment of two arbitrators, they shall, before commencing arbitration hearings, appoint a third arbitrator who shall act as chairman of the Tribunal. Should the two arbitrators fail to appoint a third arbitrator, either party may apply to the Chairman for the time being of the International Underwriting Association of London, who shall appoint the third arbitrator.
- 20.5. The arbitrators appointed by the parties shall decide the dispute. If however they cannot agree, the Chairman of the Tribunal shall rule upon the dispute.
- 20.6. The Arbitrators shall hold or have held a senior position in insurance practice.
- 20.7. The arbitration Tribunal shall have power to fix procedure for the handling of the arbitration. The Tribunal may act on evidence whether oral or written, strictly admissible or not, as it shall in its discretion decide.
- 20.8. The arbitration Tribunal shall have the power to make directions about the costs of the arbitration itself and of the costs of the parties.
- 20.9. The arbitration shall take place in London and be subject to English procedural law. The Arbitration Acts of England in force when the arbitration begins shall apply to the arbitration.
- 20.10 The award of the Tribunal shall be in writing and binding on the parties who agree to carry out the decision of the Tribunal. If either party fails to carry out any part of the award, the other may apply to any court of competent jurisdiction for the purposes of enforcement.
- 20.11 This clause shall be treated as a separate contract, which will survive the termination of this policy in any circumstance.

If for any reason any portion of this Policy shall be held invalid or unenforceable, it is agreed that this will not affect the validity or enforceability of the remainder of the Policy. Further, You and We agree that if any of the Policy provisions are determined to be invalid or unenforceable, such provision or provisions shall be deemed removed from the Policy for purposes of enforcing it. Any such deletion will only apply in the jurisdiction in which it is made; provided, further, that if any provision is considered unenforceable to its full extent, You and We agree that such provision shall nonetheless be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

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Nuclear Energy Exclusion Clause SOM 16(20).

Excluding absolutely, loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from: -

Ionising, radiation from, or contamination by radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel.

The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly, or other nuclear component thereof.

Any weapon of war employing atomic or nuclear fission or fusion, or other like reaction or radioactive force or matter.

The carriage or storage of nuclear or radioactive fuel, waste, or components, including whilst being processed.

Subject always to the General Terms and Conditions of the Policy.

Communicable Disease Exclusion

(for use on marine and energy liability policies)

This (re)insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease;
- 3) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a Communicable Disease or the fear or the threat of a Communicable Disease.

As used in this Endorsement, a Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
- (iii) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

All other terms, conditions and limitations of the (re)insurance remain the same.

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JL2020-013
21 October 2020

'New For Old' No Betterment Clause.

Underwriters herewith agree that when it is a requirement to replace or repair component parts of insured equipment, no deductions will apply in respect of parts so repaired or replaced.

The insured admits that the value of all equipment, disclosed to underwriters and forming part of this insurance, is replacement but, in the event that underwriters determine that a unit is a constructive total loss, they will refer to the schedule of equipment to determine the indemnity payable. If, in the opinion of underwriters the insured value is not representative of the replacement cost, they will adjust the settlement to reflect the underinsurance.

Removal of Debris Clause

It is further agreed that this section pays in addition up to cover limit costs and expenses necessarily incurred by the Assured with the consent of the Underwriters in respect of:

- (a) removing of debris.
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured hereunder destroyed or damaged by a peril hereby insured against.

Indemnity Clause

Indemnity hereon to be based on reasonable cost of replacement cost of replacement reinstatement or repair in respect of individual items and if required claims to be paid even if such replacement etc. does not take place.

Reinstatement Clause

The protection afforded by the Insurance shall not be reduced by the amount of any loss or losses paid hereunder but shall be automatically reinstated to its full amount without additional premium.

Held Covered Clause

It is agreed that the Assured shall be held covered subject to such reasonable premium adjustment as may be required of any change or alteration of the risk as described at the inception of this contract, the Assured to notify Underwriters of any such change as soon as possible.

Including new and/or acquired and/or added and/or hired and/or borrowed interests held covered at a premium to be agreed with leave to hire out lease lend and/or charter interests and to grant indemnities to hirers lessees borrowers and/or charterers.

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Sue and Labour Clause

In case of any impending or actual loss or misfortune, it shall be lawful and necessary for the Assured, his or thier factors, servents and assigns, to sue, labour and travel for in and about the defence, safeguard and recovery of the property insured, or any part thereof, without prejudice to this Insurance, to the charges whereof, the said Underwriters will contribute according to the rate and quantity of their sum hereby insured. It is expressly declared and agreed that no acts of the assured or Underwriters in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance as an Insured peril or risk or as an abandonment.

It is also especially agreed that any expenses or charges incurred by the Assured in minimizing, or attempting to minimize a liability claim shall not be deemed to be an admission of liability b the Assured and shall not invalidate any coverage provided by this Policy, Underwriters to reimburse the Assured for any such expenses or charges, if incurred.

Temporary Removal Clause

This policy to cover any property insured hereunder whilst temporarily removed within the Assured's premises or to any other premises in Taiwan.

Principals clause

Including as an Assured any Principal with whom the Assured has entered into any contract or agreement in respect of property belonging to the Principal but remaining in the trust, custody or control of the Assured or any liabilities arising therefrom subject always to the terms, provisions and conditions of this Contract.

Terrorism Exclusion Clause

This Policy excludes any loss, damage, liability or expense arising from :

- a) Terrorism; and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purse of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving :

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear,
in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any Insurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Assured to prove the contrary.

Cut-Through Clause

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“For the purposes of this clause and so as to enable them to benefit from the terms of this reinsurance and in consideration of their having paid the premium payable hereunder it is hereby agreed that (name of registered owner) and _____ are co-insured hereunder.”

“It is hereby understood and agreed that all claims under the original policy shall be paid to the original Assured (or in accordance with their instructions) directly by Reinsurers hereon but only for the proportions subscribed by Reinsurers less the premium, if any, due to Reinsurers under this (and on other) policy of reinsurance and provided that Reinsurers have not already made settlement of their proportion to the original insurers or to a third party in accordance with the agreed terms and conditions. Furthermore, it is agreed that the same method of exchange shall be used for the premium calculation and the claim calculation.”

Several Liability Notice

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

LSW 1001 (Insurance)

Brokers' Cancellation Clause

Notwithstanding anything in this policy to the contrary, it is hereby understood and agreed that, in the event of the premium not having been paid by the Reassured at the inception of the risk, or , in case of installments, on the due date, xxxxxxxx Limited, (hereinafter called the Brokers) are hereby authorized by the Reassured to cancel this policy at the Broker's discretion. Such cancellation may be effected by the Brokers giving a 14 days' notice to the Reassured by registered letter, cable or telex to the Reassured of intent to cancel, and thereafter instructing the Underwriters to cancel this policy. Such cancellation shall take effect at Midnight, Greenwich Mean Time on the 14th day from the date that such notice was dispatched and the underwriters shall adjust the premium under this policy pro-rata temporis. In the event of the interest hereby insured becoming a Total, Constructive, Arranged or compromised Total Loss from any cause whatsoever, at any time before cancellation under this clause, any premium (including all future installments) unpaid by the Reassured, shall become due immediately and the brokers shall be entitled to take credit thereof.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of

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※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

America.

LMA3100
15 September 2010

Marine Cyber Endorsement

- 1 Subject only to paragraph 3 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, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3 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, paragraph 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.

LMA5403
11 November 2019

Special Cancellation Clause

In the event that any (Re)Insurer hereon ceases underwriting whether entirely or in the class of business which includes this (Re)Insurance Contract or ceases accepting new business or enters into a run-off arrangement or is subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announces an intention to take any of the foregoing actions or if the Standard & Poor's security rating is lowered below A- and/or A.M. Best security rating is lowered below A- then the (Re)Assured is entitled at its option to cancel that (Re)Insurers participation in this Contract as at any date thereafter. In that event, the premium due to such (Re)Insurer shall be the proportion of the premium allocated to the risk covered under the Contract up to the date of cancellation and after deduction of claims under the Contract.

The premium due shall be determined by the Leading (Re)Insurer hereon insofar as otherwise unaffected by this clause.

Premium Payment Clause

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The (Re)Insured undertakes that premium will be paid in full to Underwriters within ___ days of inception of this policy (or, in respect of installment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the ___ day from the inception of this policy (and, in respect of installment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than ___ days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW 3000

JRC Communicable Disease Endorsement

(For use on energy policies)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost, expense or other sum caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

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JR2020-016
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