

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

South China Insurance Aviation Hull and Liability, Aircraft Spares and Aviation Hull and Spares, War and Allied Perils Insurance

114.01.20(114)華產企字第 1140000001 號函備查

PART A

AIRCRAFT HULL AND LIABILITY INSURANCE

SCHEDULE

Insurance No: []

Part 1 Name and Address of the Insured

As attached

Period of Insurance

From

To

both days inclusive Standard Time at the address of the Insured shown above.

Part 2 Schedule of Aircraft

(1) Make & Type	(2) Year of Manu- facture	(3) Registration Marks	(4) Declared Max. No. of Passengers / Crew at any one time	(5) Agreed Value*	(6) Risks covered
As attached	As attached	As attached	As attached	As attached	As attached

* Subject to not exceeding a maximum Agreed Value of USD _____ (or currency equivalent) any one Aircraft.

** Total value of each Caravan Aircraft is inclusive of additional equipment of USD _____.

There will be two additional crew members on board the aircraft that are employees of Avanti who will carry out the operation of the photographic equipment.

Part 3 Purpose of Use

Standard Uses

Commercial, including Aerial Photographic Work

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

Part 4 Pilots

As attached.

Open Pilot Warranty:

Captains:

To have minimum of 2,000 hours total time including 750 hours single-engine turbo prop as Pilot in Command (PIC) and 250 hours on make and model.

Co-pilots:

To have minimum 1,000 hours total time including 500 hours single-engine time and rated on make and model.

All pilot and co-pilot successfully complete annual re-currency training on full motion make and model simulator.

Mechanics/engineers are included, as approved by the Insured, in accordance with local Airworthiness Authority regulations for the purpose of the taxiing of the Aircraft.

Warranted all pilots (including named pilots) are under 65 years of age.

Two Pilot Warranties:

It is a condition precedent to coverage under this Insurance that the Aircraft is flown by two pilots at all times.

Part 5 Geographical Limits

Worldwide, subject to the following Tokio Marine Kiln - Geographic Areas Exclusion Clause LSW617H, and also excluding Belarus, Crimea, Russia, Ukraine and Israel:

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Insurance excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
 - (a) Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
 - (b) Colombia, Peru.
 - (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
 - (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
 - (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

- (f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.
2. However coverage pursuant to this Insurance is granted:
 - (a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
 - (b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.
3. Any excluded country may be covered by Insurers at terms to be agreed by Insurers prior to flight.

Part 6 Limits and Deductibles

(A) Insurance Section & Risk	(B) Amounts to be deducted	(C) Limit of Indemnity from which must be deducted the amount in column (B)
I Loss of or damage to Aircraft listed in Part 2 above	Not applicable to Total Loss / Constructive Total Loss / Arranged Total Loss USD 10,000 each and every loss But not applicable in respect of claims for loss or damage caused by fire, wind, tornado, cyclone, typhoon, flood, hail, theft, lightning, explosion, earthquake or tidal wave nor to claims arising out of an Occurrence to the carrying aircraft or conveyance) Nevertheless in the event of an occurrence arising hereon involving the application of more than one deductible then the highest applicable deductible shall be applied as an aggregate deductible for all losses arising out of that occurrence.	See Part 2 Column (5)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

II / III Combined Liability to Third Parties and Passengers - Combined	Cargo/Mail USD2,500 each Occurrence Passenger Baggage and Personal Articles USD 500 each Occurrence	
---	---	--

Part 7 Premium

As arranged

Part 8 Immediate notice of any claim pursuant to Section IV (B) Paragraph 3 to be given to:

[]

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

AVIATION HULL "ALL RISKS" AND LIABILITY INSURANCE

Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Insurance.

Certain words and phrases used in this Insurance have special meanings which can be found in Section IV(D) Definitions.

The Insurers agree to insure against loss, damage or liability, arising out of an incident occurring during the Period of Insurance to the extent and in the manner provided in this Insurance.

SECTION I LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

- (a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for fifteen days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part 2(5) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).
- (b) If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part 2(5) of the Schedule.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

Wear and Tear,
Breakdown

- (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit;
- (b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.

HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

3. Conditions applicable to this Section only

Dismantling
Transport and
Repairs

- (a) If the Aircraft is damaged
 - (i) no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
 - (ii) the Insurers will pay only for repairs and transport of labour and

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

materials by the most economical method unless the Insurers agree otherwise with the Insured.

- | | |
|---------------------------------------|--|
| Payment or Replacement | <p>(b) If the Insurers exercise their option to pay for or replace the Aircraft</p> <p>(i) the Insurers may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;</p> <p>(ii) the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;</p> <p>(iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.</p> |
| Amounts to be deducted from the claim | <p>(c) Except where the Insurers exercise their option to pay for or replace the Aircraft, there shall be deducted from the claim under paragraph 1(a) of this Section</p> <p>(i) the amount specified in Part 6(B) of the Schedule and</p> <p>(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.</p> |
| No Abandonment | <p>(d) Unless the Insurers elect to take the Aircraft as salvage the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.</p> |
| Other Insurance | <p>(e) No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.</p> |

See also Section IV

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

SECTION II LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of bodily injury (fatal or otherwise) and damage to property arising out of an Occurrence caused by the Aircraft or by any person or object falling therefrom.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

- | | |
|--------------------------------------|---|
| Employees and Others | (a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured; |
| Operational Crew | (b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft; |
| Passengers | (c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft; |
| Property | (d) loss of or damage to any property belonging to or in the care, custody or control of the Insured; |
| Noise and Pollution and Other Perils | (e) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause AVN46B. |

3. Limit of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amount stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

SECTION III LEGAL LIABILITY TO PASSENGERS

1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

- (a) bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft caused by an Occurrence and
- (b) loss of or damage to baggage and personal articles of passengers arising out of an Occurrence whilst in the care, custody or control of the Insured for the purpose of carriage by air.

Provided always that

- (i) before a passenger boards the Aircraft the Insured shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;
- (ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

Documentary
Precautions

Effect of
Non-Compliance

In the event of failure to comply with proviso (i) or (ii) the liability of the Insurers under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

Employees
and Others

- (a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

Operational
Crew

- (b) member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Insurance does not apply

- | | | |
|------------------------------------|-----|--|
| Illegal Uses | 1. | Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions. |
| Geographical Limits | 2. | Whilst the Aircraft is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure. |
| Pilots | 3. | Whilst the Aircraft is being piloted by any person other than as stated in Part 4 of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose. |
| Transportation by Other Conveyance | 4. | Whilst the Aircraft is being transported by any means of conveyance except as the result of an Occurrence giving rise to a claim under Section I of this Insurance. |
| Landing and Take-off Areas | 5. | Whilst the Aircraft is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of force majeure. |
| Contractual Liability | 6. | To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement. |
| Number of Passengers | 7. | Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part 2(4) of the Schedule. |
| Non-Contribution | 8. | To claims which are payable under any other insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this Insurance not been effected. |
| Nuclear Risks | 9. | To claims excluded by the attached Nuclear Risks Exclusion Clause AVN38B. |
| War, Hi-jacking, | 10. | To claims caused by |

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

and Other
 Perils

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Insurance does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Insurance, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Insurance.

Due Diligence

- 1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.

Compliance
 with Air
 Navigation,
 Orders etc.

- 2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft and shall ensure that
 - (a) the Aircraft is airworthy at the commencement of each Flight;
 - (b) all Log Books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their Agents on request;

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

Claims Procedure

- (c) the employees and agents of the Insured comply with such orders and requirements.
- 3. Immediate notice of any event likely to give rise to a claim under this Insurance shall be given as stated in Part 8 of the Schedule. In all cases the Insured shall.
 - (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto
 - (b) give notice of any impending prosecution;
 - (c) render such further information and assistance as the Insurers may reasonably require;
 - (d) not act in any way to the detriment or prejudice of the interest of the Insurers.

The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- | | |
|--------------------------|---|
| Claims Control | 1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim. |
| Subrogation | 2. Upon an indemnity being given or a payment being made by the Insurers under this Insurance, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies. |
| Variation in Risk | 3. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers. |
| Cancellation | 4. This Insurance may be cancelled by either the Insurers or the Insured giving 30 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Insurance. If cancelled by the Insured a return of premium shall be at the discretion of the Insurers. There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Insurance. |
| Assignment | 5. This Insurance shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon. |
| Not Marine Insurance | 6. This Insurance is not and the parties hereto expressly agree that it shall not be construed as a insurance of marine insurance. |
| Two or More Aircraft | 7. When two or more Aircraft are insured hereunder the terms of this Insurance apply separately to each. |
| Limit(s) of Indemnity | 8. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Insurance. |
| Fraudulent Claims AVN100 | <p>9. An Insured shall not in the presentation and furtherance of any claim:</p> <p>(a) deliberately or recklessly conceal from Insurers any information which he knows or ought to know might be material to their consideration of any claim;</p> <p>(b) provide to Insurers information, which he knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor</p> <p>(c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.</p> <p>In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to such Insured.</p> <p>In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option</p> |

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

to:

- (i) terminate the cover provided by all sections of the Insurance to such Insured with effect from the date of the event relied upon for the claim;
- (ii) recover any sums paid to such Insured in respect of losses occurring on or after the date of the event relied upon for the claim; and
- (iii) retain any and all premium paid by such Insured.

If any provision of this clause is in conflict with the law governing the Insurance it shall be of no effect to the extent of such conflict.

(D) DEFINITIONS

1. "OCCURRENCE" means an accident, happening or event or a continuous or repeated exposure to conditions occurring during the Period of this Insurance which results in bodily injury and/or damage to property neither expected nor intended from the standpoint of the Insured. All bodily injury and/or damage to property arising out of substantially the same general conditions shall be deemed to arise out of one Occurrence.
2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.
3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.
5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
8. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured. Rental for any other purpose is NOT insured under this Insurance unless specifically declared to Insurers and the detail of such use(s) stated in Part 3 of the Schedule under SPECIAL RENTAL USES.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

Definitions 5, 6, 7 and 8 constitute Standard Uses and **do not include** instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in Part 3 of the Schedule under SPECIAL USES.

9. "FLIGHT" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
10. "TAXIING" means movement of the Aircraft under its own power other than in Flight as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
11. "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined above, and includes the risks of launching and hauling up.
12. "GROUND" means whilst the Aircraft is not in Flight or Taxiing or Moored as defined above.

AVN1C (amended)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

PART B

AIRCRAFT SPARES WORDING

1. INTENTION

Subject to the terms, conditions and exclusions hereinafter contained this Insurance insures Property being only spare parts, engines, flight spares kits (including whilst attached to the aircraft), ground support equipment (including unlicensed vehicles), tools, components and equipment destined to be fitted to or to form part of an aircraft and/or to be used in connection with the servicing, maintenance or repair of aircraft and being the property of the Insured or the property of others for which the Insured is responsible, whilst in the care, custody or control of the Insured on the ground or whilst in transit as cargo by any means of conveyance.

2. CONDITIONS

All risks of Physical Loss or Damage (except as hereafter excluded)

3. GEOGRAPHICAL LIMITS

As more fully set forth in Part 5 of the Schedule to PART A of this Insurance.

4. EXCLUSIONS

This Insurance does not insure:-

- (a) Loss of or damage to any such property occurring at any time after the commencement of the operation of fitting it to or placing it on board the aircraft to which it is destined.
- (b) Loss of or damage to an Engine occurring during the running or testing thereof.
- (c) Mechanical or electrical derangement.
- (d) Loss or damage caused by wear, tear or gradual deterioration.
- (e) Loss or damage caused by or resulting from neglect of the Insured to use reasonable means to save and preserve the property at the time of and after any loss or damage.
- (f) Loss of or damage to any property which has been detached from an aircraft and which is intended to be refitted to the aircraft and not to be replaced by other property.
- (g) Loss of or damage to any property hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom.
- (h) Property fitted to or forming part of an aircraft, other than a flight spares kit.
- (i) The property of others carried or stored by the Insured for hire or reward.
- (j) Mysterious disappearance or unexplained loss or shortage disclosed upon taking inventory.

5. This Insurance is subject to the Nuclear Risks Exclusion Clause AVN71.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

6. This Insurance does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of an Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without consent of the Insured.
- (h) An aircraft being outside the control of the Insured by reason of a peril excluded by paragraphs (f) or (g).

7. DEDUCTIBLE CLAUSE

Each claim for loss or damage arising out of one event shall be adjusted separately and from the amount of such adjusted claim the sum of USD 10,000 shall be deducted but claims for loss or damage caused fire, wind, tornado, cyclone, typhoon, flood, hail, theft, lightning, explosion, earthquake or tidal wave nor to claims arising out of an occurrence to the carrying aircraft or conveyance shall be paid in full.

However claims in respect of ingestion damage to an engine sustained during engine running shall be subject to the same deductible as would apply to the engine when installed in its specific aircraft type (as set forth above). In the event of a Total Loss/Constructive Total Loss/Arranged Total Loss as a result of ingestion no deductible shall apply.

Nevertheless in the event of an occurrence arising hereon involving the application of more than one deductible then the highest applicable deductible shall be applied as an aggregate deductible for all losses arising out of that occurrence.

8. LIMITS OF LIABILITY

The liability of the Insurers shall not exceed:-

- 1. USD 100,000 (or currency equivalent) any one occurrence
- 2. The cost of repair or the cost of replacement or the insured value, whichever shall be the least amount, in respect of any one item of property.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

9. PREMIUM

As arranged

It is a condition of this Insurance that the Insured shall keep a proper record of all items of property from time to time hereby insured and of the value of each item.

10. SALVAGE AND RECOVERIES CLAUSE

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties thereto.

11. LOSS CLAUSE

Any loss hereunder shall not reduce the amount of this Insurance.

12. CANCELLATION CLAUSE

This Insurance shall be cancelled either by the Insured or by Insurers by mailing to the other at the address shown in the Insurance, written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice either by the Insured or by Insurers shall be equivalent to mailing.

LPO344C (amended)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

ATTACHMENTS

NUMBER ONE

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

(applicable to Section II of PART A)

1. This Insurance does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Insurance concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Insurance when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Insurance) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Insurance:
 - (i) damages awarded against the Insured and
 - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Insurance.

AVN46B

The above clause is not applicable to Cargo Legal Liability Endorsement AVN92

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

NUMBER TWO

NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Insurance does not cover:
 - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Insurance, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Insurance is also an insured or an additional insured under any other insurance, including any nuclear energy liability Insurance, or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Insurance is, or had this Insurance not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Insurance) be covered, provided that:
 - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
 ※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。

- (ii) this Insurance shall only apply to an incident happening during the period of this Insurance and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> (IAEA Health and Safety Regulations)	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> (Averaged over 300cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN38B

NUMBER THREE

DURATION TRANSIT CLAUSE
(applicable to PART B)

- 1 This coverage
 - (a) attaches only as the Spares insured and as to any part as that part is loaded on an oversea vessel or an aircraft for the commencement of a sea or air transit
 - and
 - (b) terminates, subject to 2 and 3 below, either as the Spares insured and as to any part as that part is discharged from an oversea vessel or aircraft at the final place of discharge,
 - or
 - on expiry of 15 days counting from midnight of the day of arrival of the vessel or aircraft at the final place of discharge,
 whichever shall first occur;
- 2 If during the insured voyage or transit the oversea vessel or aircraft arrives at an intermediate place to discharge the Spares insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a place of refuge, then this coverage continues until the expiry of 15

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

days counting from midnight of the day of arrival of the vessel or aircraft at such place, but thereafter reattaches as the Spares 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 this coverage remains in force after discharge only whilst the Spares insured and as to any part as that part is at such intermediate place.

3 If the voyage or air transit in the contract of carriage is terminated at a place other than the destination agreed therein, such place shall be deemed the final place of discharge and such coverage terminates in accordance with 1(b). If the Spares insured are subsequently reshipped or consigned to the original or any other destination, then such coverage reattaches

3.1 in the case of the Spares insured having been discharged, as the Spares insured and as to any part as that part is loaded on the on-carrying vessel for the voyage or an on-carrying aircraft for transit;

3.2 in the case of the Spares not having been discharged, when the vessel sails or aircraft departs from such deemed final place of discharge;

thereafter such coverage terminates in accordance with 1(b).

4 This coverage shall remain in force during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners, charterers or the air carriers under a contract of affreightment or carriage.

Subject otherwise to the terms, conditions, exclusions, limitations of the Insurance.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

ENDORSEMENTS

NUMBER ONE

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) (applicable to Sections II and III of PART A)

1. WHEREAS the Insurance of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN48B), IN CONSIDERATION of an Additional Premium of [], it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN48B forming part of this Insurance are deleted SUBJECT TO all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be USD 10,000,000 or the applicable Insurance limit whichever the lesser any one Occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Insurance limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Insurance, this sub-limit shall not apply to such Insured's liability:

- (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the Insurance affords cover for liability to its passengers arising out of its operation of aircraft;
- (b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the Insurance affords cover for liability for such cargo and mail arising out of its operation of aircraft.

4. AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) **All cover**

- upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America

- (ii) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B**

- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

(iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**

- upon such requisition

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

(a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of Clause AVN48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) **Notices**

All notices referred to herein shall be in writing.

AVN52E

Reference to War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN48B) included in the above clause is deemed to mean General Exclusion 10 applicable to all sections of PART A.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

AMENDMENT TO AVN52E/G AUTOMATIC TERMINATION PROVISIONS ENDORSEMENT

In the event of a hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter which results in the automatic termination of any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B per paragraph 4(ii) of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G, Insurers hereon agree, in consideration of the Additional Premium specified below, to amend the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G.

1. Paragraph 4(ii) shall be amended to read as follows:

4. AUTOMATIC TERMINATION

(ii) (1) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B

- (a) within a radius of 500km of the detonation site and**
- (b) within the country responsible for the detonation and**
- (c) within the country from which the weapon was launched and**
- (d) within the country where the detonation occurred**

- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever such detonation may occur and whether or not the Insured Aircraft may be involved (provided such detonation occurs during the Period of Insurance or within 30 days prior to the inception date of this Policy)

(2) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B in all other geographical areas not listed in (ii) (1) above

- on the expiry of 7 days from 23.59 hours GMT on the day on which such detonation occurs or at expiry of this Policy, whichever the earlier.

However, with respect to a detonation which occurs prior to the inception date of this Policy:

- (i) if within 7 days of inception the above period shall commence from 23.59 hours GMT on the day on which such detonation occurs
- (ii) other than as provided in (i) above, if within 30 days of inception then sub-paragraph (a) of Clause AVN 48B shall not be deleted at inception.

If such detonation occurs 30 days or more prior to the inception date of this Policy then the Automatic Termination provisions specified in (1) and (2) above shall not apply in respect of such detonation.

2. Paragraph 5(b) shall be amended to read as follows:

5. REVIEW AND CANCELLATION

(b) Review of Premium, Geographical Limits and/or Limited Cancellation

Within 30 days of a hostile detonation as specified in 4 (ii) above, Insurers may give notice to review premium and/or geographical limits and/or issue notice of cancellation of one or more parts of the remaining cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (a), (c), (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given. Such notice may be given prior to the inception date of this Policy.

Additional Premium: Included/to be completed
All other terms and conditions remain unchanged.

LIIBA AVIATION AV003
05.10.23

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

NUMBER TWO

AGREED VALUE CLAUSE (applicable to Section I of PART A)

It is hereby understood and agreed that in consideration of the insured Aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of a total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed Value of the Aircraft as set forth in the Insurance Schedule less any applicable deductible. Insurers may, at their discretion, take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in no event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

AVN61

NUMBER THREE

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE (applicable to PART A, PART B and PART C)

The rights of a person who is not a party to this Insurance or reinsurance to enforce a term of this Insurance or reinsurance and/or not to have this Insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Insurance or reinsurance.

AVN72

NUMBER FOUR

PILOT INDEMNITY CLAUSE (applicable to Sections II and III of PART A)

The Sections of this Insurance covering bodily injury liability, including to passengers, and property damage liability are extended to cover, as if he/she were the Insured, any pilot authorised by the Insured under the terms of the Insurance in respect of injury or damage arising out of the operation of the Aircraft described in the Insurance Schedule, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Insurance had liability been incurred by the Insured.

Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said pilot
 - (a) shall as though he/she were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Insurance, and
 - (b) is not entitled to indemnity under any other Insurance.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

2. There shall be no indemnity under this Clause in respect of claims made against the pilot by the Insured and/or with respect to the Aircraft described in the Insurance Schedule.

AVN74

NUMBER FIVE

FLYING CLOTHING AND EFFECTS CLAUSE (applicable to PART A)

This Insurance is extended to cover the Insured or any pilot described in the Schedule of the Insurance against loss or damage by theft or fire (or accidental damage if the Aircraft itself be damaged) in respect of flying clothing, maps, navigating equipment and instruments, headsets or similar equipment (not being fixtures in the Aircraft) and baggage (including contents) actually in or on the Aircraft being the property of the Insured or any pilot described in the Schedule of the Insurance, but excluding money, credit cards, securities, jewellery and furs of all kinds.

This extension is limited to a maximum indemnity of USD 5,000 (or currency equivalent) any one occurrence.

Subject to a deductible of USD 250 (or currency equivalent) any one occurrence..

AVN75

NUMBER SIX

SUPPLEMENTARY PAYMENTS CLAUSE (applicable to PART A and PART C)

It is understood and agreed that this Insurance is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause which have not been identified below.

The Insurers agree to indemnify the Insured for

- (a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing;
- (b) any reasonable expenses incurred for the purpose of runway and Aircraft foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;
- (c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;
- (d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an accident involving an Aircraft insured hereunder;
- (e) any reasonable expenses incurred by or on behalf of the Insured for fire and crash control in respect of a loss to an aircraft insured hereunder;

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

- (f) any reasonable expenses incurred by or on behalf of the Insured or assumed under contract arising out of a loss covered hereunder for:
- (1) the use of an emergency procedures centre and/or the use of a crisis management centre;
 - (2) as required under the US Foreign Air Carrier Family Support Act of 1997, and any similar EC regulation worldwide (including EC regulation 996/2010) or similar regulation worldwide
- (g) any reasonable expenses for sustenance, first aid, hospital and medical service, funeral, burial and/or repatriation of bodies and injured persons and any other acts of humanity, reasonably incurred following an Occurrence for which indemnity for the Legal Liability of the Insured is provided by this Insurance.

Coverage is provided under paragraphs (a), (b), (c), (d), (e), (f) and (g) above.

Provided always that Insurers' liability shall not exceed 10% of the applicable Aircraft Agreed Value any one occurrence and USD266,866 in the aggregate over all paragraphs insured. Aircraft Agreed Value shall refer to value of Aircraft excluding value of equipment.

AVN 76 (amended)

NUMBER SEVEN

UNAUTHORISED USE CLAUSE (applicable to PART A)

In the event of the theft of an Aircraft, no claim under this Insurance shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Insurance provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

AVN77 (amended)

NUMBER EIGHT

FORCED LANDING CLAUSE (applicable to PART A)

Insurers hereon agree that in the event of an insured Aircraft making a forced landing in any place where subsequent safe take-off is impracticable they will pay all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area provided always that Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft, shall not exceed the value of the Aircraft as declared in the Insurance.

AVN78 (amended)

NUMBER NINE

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

OUT OF NOTIFIED HOURS CLAUSE (applicable to PART A)

The coverage provided by this Insurance shall not be invalidated as a result of the use, by the Insured, of certain airfields and/or airports out of notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport.

AVN81

NUMBER TEN

CARGO AND MAIL LEGAL LIABILITY ENDORSEMENT (applicable to Section II of PART A)

This Endorsement extends the coverage provided under Section II of PART A of this Insurance, subject to the Limit of Indemnity and to the Deductible as set forth below, for legal liability in respect of accidental physical loss of or damage to cargo and mail whilst in the care, custody or control of the Insured, for the purpose of carriage by air.

Provided always that

1. Before accepting any cargo and mail for the purpose of carriage by air the Insured shall take such measures (including but not limited to the issue or acceptance of an air waybill) as are necessary to exclude or limit liability for claims in respect of the accidental physical loss of or damage to that cargo and mail to the extent permitted by law. In no event shall the amount of the indemnity provided by Insurers under this Endorsement exceed the amount of the legal liability, if any, that would have existed had the Insured taken such measures.
2. The Insured shall ensure that cargo and mail in their care, custody or control is kept in secure premises at all times other than during transit.

Coverage provided by this Endorsement attaches from the time of acceptance of such cargo and mail by the Insured and ceases upon delivery by the Insured at the final destination or when handed over to a successive carrier.

This Endorsement does not apply to legal liability in respect of:-

1. delay or loss of market;
2. perishables and/or livestock;
3. consequential loss howsoever arising;
4. slung loads
5. money, securities, precious stones, precious metals, jewellery, fine art and antiques of any kind.

LIMIT OF INDEMNITY

USD 150,000 any one Occurrence each aircraft.

DEDUCTIBLE

USD 2,500 each Occurrence.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

AVN 92 (amended)

NUMBER ELEVEN

BREACH OF AIR NAVIGATION REGULATIONS CLAUSE (applicable to PART A)

The cover afforded to each Insured by the Insurance shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent authority affecting the safe operation of the Aircraft provided that the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Insurance.

Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Insurance apply.

AVN 94

NUMBER TWELVE

DATE RECOGNITION EXCLUSION CLAUSE (applicable to PART A and PART B)

This Insurance does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Insurance concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A

NUMBER THIRTEEN

DATE RECOGNITION LIMITED COVERAGE CLAUSE (applicable to PART A)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

WHEREAS the Insurance of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

- (1) to any accidental loss of or damage to an aircraft defined in the Insurance Schedule (“Insured Aircraft”);
- (2) to any sums which the Insured shall become legally liable to pay, and (if so required by the Insurance) shall pay (including costs awarded against the Insured) in respect of:
 - (a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or
 - (b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
 - (c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Insurance (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Insurance.
2. Nothing in this Endorsement shall provide any coverage:
 - (a) in respect of grounding of any aircraft; and/or
 - (b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Insurance.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Period of Insurance any material facts relating to the Date Recognition Conformity of the Insured’s operations, equipment and products.

AVN 2001A

NUMBER FOURTEEN

ASBESTOS EXCLUSION CLAUSE (applicable to Sections II and III of PART A)

This Insurance does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Insurance, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

ALL OTHER TERMS AND CONDITIONS OF THE INSURANCE REMAIN UNCHANGED.

2488AGM00003

NUMBER FIFTEEN

ELECTRONIC DATA EVENT LIABILITY EXCLUSION (applicable to Sections II and III of PART A)

This Insurance excludes:

- (1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:
 - (a) a delay in, cancellation of or non-provision of air transportation and associated services;
 - (b) unauthorised access to and/or use of a person's or organisation's confidential, proprietary or personal information;
- (2) Property Damage to Electronic Data

arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Insurance caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used herein:

“Data Event” means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Electronic Data.

“Electronic Data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Nothing herein shall override any other exclusion clause attached to or forming part of this Insurance.

LIIBA AVIATION 001 12.09.2019

NUMBER SIXTEEN

ADDITIONAL INSURED (Applicable to PART A)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

Bank of Utah (USA) is added as additional Insured for their respective rights and interests as Owner/Trustee of the Aircraft. Warranted no operational interest.

Clef Capital is added as additional Insured for their respective rights and interests as owner of the Aircraft. Warranted no operational interest.

NUMBER SEVENTEEN

CONTRACTUAL AGREEMENT (applicable to PART A, PART B and PART C)

Notwithstanding anything contained herein to the contrary, contractual provisions including hold harmless agreements, indemnity agreements, waivers of subrogation, additional Insureds, severability of interest, breach of warranty, loss payees, loss payee assignments, lease agreements, International Air Transport Association (IATA) Standard Agreements, special and/or contractual agreements in force prior to commencement of this Insurance or those required during period of insurance within the normal scope of the Insured's operations are automatically incorporated herein. All further agreements to be agreed by Insurers prior to risk.

It is agreed that existing agreements-on the basis of AVN67A/67B, Aircraft Financial Interest Endorsement AVN28B or other financial interest agreements are automatically agreed subject additional premium USD100 receipt of which is hereby acknowledged and with effective date amended to Inception date hereon.

Agreements concerning newly acquired financed/leased Aircraft shall be subject to Airline Finance/Lease Contract Endorsement AVN67B/C or Aircraft Financial Interest Endorsement AVN28B unless otherwise agreed by Insurers. Other agreements entered into by the Insured are subject to the prior agreement of, and at terms to be agreed by, Insurers.

NUMBER EIGHTEEN

CHARTER OF THE INSURED'S AIRCRAFT (applicable to PART A)

It is agreed that the Insured (as charter operator) will from time to time enter into an agreement with various parties as required (as Charterer) for the charter of the Insured's aircraft and in connection therewith Insurers automatically agree (warranted no operational interest):-

- 1) In respect of Hull coverage to waive rights of subrogation against the Charterer(s) and their respective directors, officers, employees, agents, charter customers and guests.
- 2) in respect of Liability coverage to include the Charterer(s) and their respective directors, officers, employees, agents, charter customers and guests as additional insureds for their respective rights and interests.

NUMBER NINETEEN

LOANED/LEASED ENGINE(S) (applicable to PART A)

It is agreed that in the event that an Aircraft Insured hereon is fitted with a loaned/leased engine(s), the Agreed Value of the Aircraft is automatically increased by the Agreed Value of the loaned/leased engine(s) for the period it is installed, subject always to the Maximum Agreed Value as specified in the Sum Insured

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

not being exceeded. However the foregoing shall not increase the stated Agreed Value of the Aircraft (without the loaned/leased engine) when applying any constructive total loss hereon. In the event of a claim in respect of the Aircraft being settled on a Total Loss basis the Insurers will be entitled to the benefit of salvage in respect of the removed engine(s). Pro rata premium adjustment in respect of this coverage will be made at expiry.

Agree automatically include owners of loaned/leased engine(s) as Additional Insureds respects Liabilities and Loss Payees in respect of the engine for their respective rights and interests subject to the Manufacturers as Additional Insured Endorsement AVN29 and Additional Insured Endorsement AVN53.

MANUFACTURERS AS ADDITIONAL INSURED

Agreed to include [] as an Additional Insured but only in so far as their interests arise as owners (in whole or in part) of the insured Aircraft.

This agreement shall not operate to prejudice Insurers' rights of recourse against [] as manufacturers, repairers, suppliers or servicing agents where such right of recourse would have existed had his endorsement not been effected under this Insurance.

AVN 29

ADDITIONAL INSURED ENDORSEMENT (LIABILITIES)

It is hereby understood and agreed that [] are added as an Additional Insured but only insofar as their interests arise as owners (in whole or in part) of the insured Aircraft and only with respect to the operation of the Aircraft by the Named Insured.

This Endorsement does not provide coverage for the Additional Insured with respect to claims arising out of their legal liability as manufacturers, repairers, suppliers or servicing agents and shall not operate to prejudice Insurers' rights of recourse against the Additional Insured as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this Endorsement not been effected under this Insurance.

This Endorsement attaches to and forms part of Insurance No. [] and is effective from [].

AVN 53

NUMBER TWENTY

CONSTRUCTIVE TOTAL LOSS (applicable to Section I of PART A)

A Constructive Total Loss may be declared in the event that the cost of repairs are estimated at 85% or more of the Aircraft Agreed Value.

NUMBER TWENTY-ONE

CHILDREN CARRIED AS PASSENGERS

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

(applicable to Section III of PART A)

Agree if required to include children carried as passengers in excess of the licensed passenger seating capacity of the aircraft. The coverage afforded by this Insurance shall remain in full force and effect on such occasions when the designated passenger seating capacity of the aircraft is exceeded by reason of children being seated on passengers' laps or two (2) children occupying one passenger seat. Subject to the aircraft manufacturer's total weight specifications not being exceeded.

NUMBER TWENTY-TWO

INGESTION

(applicable to Section I of PART A)

Progressive or cumulative damage to an Aircraft engine by the ingestion of stones, grit, dust, sand, ice or corrosive or abrasive material or any other substance, and which cannot be attributable to a single recorded incident, shall be deemed to be wear and tear or deterioration and is excluded from the coverage provided by Section I of PART A. However damage which is detected during inspection, maintenance, performance monitoring and the like which is attributable to a single incident causing sudden damage shall be deemed to be 'recorded' within the meaning of this provision.

NUMBER TWENTY-THREE

SANCTIONS AND EMBARGO CLAUSE

(applicable to PART A, PART B and PART C)

Notwithstanding anything to the contrary in the Insurance the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Insurance or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Insurance, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Period of Insurance which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Insurance in accordance with the laws and regulations applicable to the Insurance provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Insurance has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Insurance relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111

NUMBER TWENTY-FOUR

AERIAL CAMERAS OR SCANNER EQUIPMENT

(applicable to Section I of PART A)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

This Insurance is extended to cover loss or damage to Aerial Cameras or Scanner Equipment (including third party owned) whilst attached to the Insured Aircraft and as a result of an accident to that Aircraft. This coverage is subject to the following exclusions:-

- a. Gradual wear, tear and deterioration
- b. Scratching, fogging or misting of lens
- c. Mechanical or electrical derangement

NUMBER TWENTY-FIVE

AIRFREIGHT OF SPARES CLAUSE (applicable to Section I of PART A)

Notwithstanding Condition 3 (a) (ii) of Section I of PART A in the event of the Aircraft sustaining damage constituting a valid claim under the terms of Section I of PART A whereby the repair of such Aircraft requires Aircraft spare parts and/or components, the Insurers shall pay for the cost of transportation by air of such spare parts and/or components up to a maximum amount of 10% of the Aircraft Agreed Value any one occurrence.

NUMBER TWENTY-SIX

ARBITRATION (applicable to PART A, PART B and PART C)

Where both parties agree to refer a dispute or difference to arbitration such dispute or difference between the Insured and the Insurers shall be submitted (to arbitration) in accordance with the statutory provisions for arbitration which are in force at the time in Taiwan.

NUMBER TWENTY-SEVEN

TRESPASSERS COST CLAUSE (applicable to Section II of PART A)

Insurers agree to settle reasonable claims for loss of or damage to crops or other property, caused by trespassers, following a crash or forced landing of the aircraft, if such loss or damage is not recoverable from the trespassers. Subject to not exceeding a limit of USD25,000 in the aggregate.

AVN 91 (amended)

NUMBER TWENTY-EIGHT

AIRPORT INDEMNITIES CLAUSE (applicable to PART A)

Cover hereon extends to indemnify and waive rights of recourse where required against local airport authorities, arising out of indemnities entered into by the Insured during the currency of this Insurance including those for the use of aerodromes owned or operated by the above.

NUMBER TWENTY-NINE

GROUND TRANSPORTATION OF PASSENGERS (applicable to Section III of PART A)

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

Coverage extends to include the legal liability of the Insured for bodily injury and damage to property caused by an Occurrence arising out of the ground transportation of passengers in connection with their contract of carriage by air. Excluding any coverage afforded by Road Traffic Act legislation or similar.

NUMBER THIRTY

EMPLOYEES TRAVELLING AS PASSENGERS
(applicable to Section III of PART A)

Passenger Legal Liability coverage shall include the Insured's employees travelling as passengers of the Insured including whilst in the course of their duties but excluding Employers Liability / Workers Compensation Act - subject non-operational control of the aircraft.

NUMBER THIRTY-ONE

INSURED
(applicable to PART A)

The Insured shall include officers, servants, agents or employees of the Insured subject to the following:

CROSS LIABILITY CLAUSE

The inclusion of additional Insureds under this Insurance shall not preclude the right of recovery hereon by the Original Insured named below in respect of claims made against them by such additional Insureds or the employees of such additional Insureds.

Where the coverage provided by this Insurance is also provided by other insurance or insurances, then this Insurance shall only pay that amount which is in excess of the amount(s) which would have been payable under such other insurance(s) had this Insurance not been effected.

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Insurance.

Original Insured:

AVN 63

NUMBER THIRTY-TWO

GROUND RISKS ONLY
(applicable to PART A)

Coverage for aircrafts included on a ground risks only basis includes test, demonstration and positioning flights and ground third party legal liability, sub-limited to USD1,000,000. Subject to the following:

FULL PREMIUM
IN THE EVENT OF A CLAIM EXCEEDING PREMIUM PAID

It is understood and agreed that in the event of a claim arising hereunder which exceeds the premium paid the balance of the Full Annual Premium of [] shall become due and payable forthwith.

AVN 9

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

NUMBER THIRTY-THREE

HANGAR LEASE AGREEMENT (applicable to PART A)

In connection with Hangar Lease Agreement between Insured and EVA Airways Corporation, agreed EVA Airways are hereon added as an additional Insured under the Insurance for their respective rights and interests in respect of Liabilities and to waive rights of subrogation against them in respect of Hull for aircrafts B-23062 and B-23063. Subject to the following:

ADDITIONAL INSURED(S) ENDORSEMENT

It is hereby understood and agreed that [] are added as (an) Additional Insured(s).

This Endorsement does not provide coverage for the above with respect to claims arising out of their legal liability as manufacturer of or performer of maintenance, repairs, service or supply to the Aircraft and does not prejudice Insurers' rights of recourse against the above as manufacturer of or performer of maintenance, repairs, service or supply to the Aircraft where such rights of recourse would have existed had this Endorsement not been effected under this Insurance.

AVN101

WAIVER OF SUBROGATION ENDORSEMENT

It is hereby understood and agreed that Insurers' rights of subrogation are waived against [].

This Endorsement does not prejudice Insurers' rights of recourse against the above as manufacturer of or performer of maintenance, repairs, service or supply to the Aircraft where such rights of recourse would have existed had this Endorsement not been effected under this Insurance.

AVN102

NUMBER THIRTY-FOUR

PROFIT COMMISSION ON RENEWAL CLAUSE (applicable to Section I PART A)

After expiry of this Insurance and following the receipt by the Insurers of the final adjustment of all premiums due and settlement of all Aircraft loss or physical damage claims in respect of this Period of Insurance and subject to renewal with the Insurers hereon, Insurers agree to return to the Insured a Profit Commission of 15% of the net ascertained profit in respect of this Period of Insurance.

The net ascertained profit shall be calculated by deducting the 'outgo' from the 'income' as follows:

Income

75% of premium paid for Aircraft loss or physical damage coverage less all returns of premium.

Outgo

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

Total of settled Aircraft loss or physical damage claims and related expenses less any salvages and recoveries.

AVN 88

NUMBER THIRTY-FIVE

SOFTWARE AFFIRMATION CLAUSE
(applicable to PART A, PART B and PART C)

1. Subject to Insurance terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Insurance, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Insurance.
2. No additional limit(s) of coverage shall be conferred by paragraph 1 of this Clause.
3. For the purposes of this Clause, Software shall mean programs, source codes, scripts, applications and other operating information used to instruct computers to perform one or more task(s).

LMA5450

NUMBER THIRTY-SIX

DAMAGE OR WEAR, TEAR OR GRADUAL DETERIORATION
(applicable to PART C)

Where the Insured is rendered unable by any peril covered by Section One of PART C of this Insurance to protect the Aircraft and Spares from damage or wear, tear or gradual deterioration or is prevented from performing any service to any part of the Aircraft and Spares made necessary by the passage of time, Insurers shall cover all costs and expenses necessarily incurred to reinstate the Aircraft and Spares to its condition immediately prior to exposure to such peril subject to the Agreed Value of the Aircraft not being exceeded.

NUMBER THIRTY-SEVEN

CHOICE OF LAW & JURISDICTION
(applicable to PART A, PART B and PART C)

This Insurance shall be governed by and construed in accordance with the law of Taiwan and each party agrees to submit to the exclusive jurisdiction of the courts of Taiwan in any dispute arising hereunder.

NUMBER THIRTY-EIGHT

Agreed waive rights of subrogation against Aircrew.

NUMBER THIRTY-NINE

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

1. In consideration of an additional premium of , it is agreed that the Insurers will at the request of and regardless of legal liability of the Named Insured offer settlement on the basis of the

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

benefits hereinafter set forth in respect of bodily injury sustained by any passenger caused by an Accident provided that at the time of such Accident causing such bodily injury the Passenger Liability Section of the Policy is effective in respect of such Accident.

2. LIMITS OF SETTLEMENT

For death or for total loss of two limbs or total loss of sight of two eyes or total loss of one limb and total loss of sight of one eye (or any combination thereof) the amount offered shall not exceed the amount expressed as the limit of settlement for “each passenger” shown below; or

For total loss of one limb or total loss of sight of one eye the amount offered shall not exceed one half of the amount expressed as the limit of settlement for “each passenger” shown below.

For permanent total disablement other than by loss of limbs or sight the amount offered shall not exceed the amount expressed as the limit of settlement for “each passenger” shown below.

Subject to the limit for “each passenger” the total of the amounts which the Insurers shall offer on account of bodily injury sustained by two or more passengers in any one Accident shall not exceed the amount expressed as the limit of settlement for “each Accident” shown below.

3. DEFINITIONS

“ACCIDENT” means any one accident or series of accidents arising out of one event.

“LOSS OF A LIMB” means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

“TOTAL LOSS OF SIGHT” means loss of sight which is certified as being entire and irrecoverable by a licensed ophthalmologist.

“PERMANENT TOTAL DISABLEMENT” means disablement which has for twelve months from the date of the Accident necessarily and continuously disabled the passenger from attending to business or occupation of any and every kind or if he has no business or occupation confined him immediately and continuously to the house and prevented him from attending to any of his usual duties (if any) and at the expiry of that twelve months period being beyond hope of improvement.

4. ADDITIONAL EXCLUSIONS

The Insurers shall not be liable under the terms of this Endorsement

- (a) for any payment which may be used to satisfy that obligation for which the Insured or any Company as his insurer may be held liable under workers compensation, employers liability, unemployment compensation or disability benefits law or any similar law;
- (b) for bodily injury to any passenger caused by his suicide or attempted suicide or intentional self-injury or own criminal or felonious act or by his own act whilst in a state of insanity or intoxication;
- (c) for bodily injury to any passenger caused by disease or natural causes, or medical or surgical treatment (except where such treatment is rendered necessary by bodily injury caused by Accident within the scope of this Endorsement);
- (d) for bodily injury to any passenger carried for hire or reward;

※要保人可透過本公司免費服務電話(0800-010850)、網站(<https://www.south-china.com.tw>)或總、分公司及其他分支機構查閱公開資訊文件。
※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。

(e) for bodily injury to any member of the flight or cabin crew.

5. ADDITIONAL CONDITIONS

- (a) The Insured shall furnish, as soon as practicable after each request from the Insurers, reasonably obtainable information pertaining to bodily injury sustained by passengers. In the event of death immediate notice must be sent to the Insurers.
- (b) In consideration of any settlement under the provisions of this Endorsement and as a condition precedent thereto, the Insurers shall be provided with a full legal release for all claims for damages against the Insured and/or any other party(ies) protected by this Policy from the injured passenger and/or any person having a cause of action for such bodily injury. If the injured passenger or any person claiming by, through or under him shall fail to accept in writing within thirty (30) days from the date of offering the voluntary settlement under the provisions of this Endorsement or to execute the necessary release then the Insurers may, at their option, withdraw the offered voluntary settlement, without notice, in which circumstances the Insurers will no longer be bound by the undertakings expressed in the preceding paragraphs. If subsequent to an offer of voluntary settlement being made in respect of any passenger any claim suit or demand is made or prosecuted against the Insured for damages on account of such bodily injury, such claim suit or demand shall be considered as refusal to accept such voluntary settlement and the obligations of the Insurers as expressed in the Passenger Liability Section of the Policy to which this Endorsement is attached, shall be available as fully and completely as if this Endorsement had not been issued.

Limits of Settlement

Each passenger	USD100,000	Each Accident
----------------	------------	---------------

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Endorsement is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

AVN 34A 30.4.02