

South China Insurance Inland Cargo Transit Insurance Clause (A) Version-1

113.11.05(113)華產企字第 316 號函備查

DURATION

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.

RISKS COVERED

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

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to willful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured
 - 3.4 loss damage or expense caused by carrying the subject-matter insured in violation of the Highway Traffic Regulation.
 - 3.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 3.7 loss damage or expense arising from insolvency or financial default of the carriers
 - 3.8 loss damage or expense arising from war civil revolution rebellion insurrection, or civil strife arising therefrom, or resulting from strikes, riots or civil commotions
 - 3.9 loss damage or expense arising , directly or indirectly, from
 - ① ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ② the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

- ③ any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

REPRESENTATION OBLIGATION

4. At the time a contract is concluded by the applicant, if , where the applicant has made concealment intentionally, or made nondisclosure through fault or made misrepresentation, such concealment, nondisclosure or misrepresentation is sufficient to alter or diminish the estimation of the insurer upon the risk to be taken, the insurer may rescind the contract. The same rule applies after the risk has occurred, but , however, which is not applicable that the applicant or the insured is able to prove that the loss occurred is not attributed to his representation or misrepresentation .

IMPORTANT CLAUSE OF CLAIM

5. Once being privy to the loss, the Assured should act with reasonable dispatch in all circumstances within their control, and pay attention to the followings :

- ① to immediately advise the insurer together with providing all the related documentation required by the insurer.
- ② to keep well the first site and the damaged cargo where the loss found / occurred
- ③ to take all proper steps to locate the missing / pilferaged cargo
- ④ immediately the loss is found to be caused by malicious conduct, it is imperative to call the police authorities so as to pursue the fact legally.

MINIMISING LOSSES

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

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

DOCUMENTATION OF CLAIMS

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

- ① Original policy or certificate of insurance.
- ② Invoice, Packing List or Weight List

- ③ Carriage Contract or related documentation to verify the carriage of goods
- ④ Damage / Discrepant Report
- ⑤ Survey Report or other documentation to prove the extent of loss
- ⑥ Discharge Record and Weight List at final Destination
- ⑦ Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.
- ⑧ Other documentation in relation to claims

WAIVER CLAUSE

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

CONSTRUCTIVE TOTAL LOSS

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

PAIR AND SET CLAUSE

10. Where any insured item consists of articles in pair or set this Policy will not pay more than the value of any particular part or parts which may be lost without reference to any special values which such article or articles may have as part of such pair or set, nor more than a proportionate part (of the insured value) of such pair or set.

REPLACEMENT CLAUSE

11. In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

LABEL CLAUSE

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

BENEFIT OF INSURANCE

13. This insurance shall not inure to the benefit of the carrier or other bailer.

LOSS OF SUBROGATION

14. In case, by reason of occurrence of the damage or loss for which the insurer shall bear insurance liability, the insured has a right of claim for compensation against a third party, the insurer may, after paying the amount of indemnity, exercise, by subrogation, the right of claim of the insured against the third party; however, that the amount he may claim for is, as a limit, not to exceed the amount of indemnity. Where the insurer exercises the aforesaid subrogation right, the insured is obliged to assist the insurer for this purpose for which any expense thus incurred by the insured shall be paid by the insurer.

DOUBLE INSURANCE

15. In case of double insurance , whilst this policy is recoverable subject to the terms and conditions of this insurance and where the insured is also entitled to claim subject to other property insurance policies ,each insurer shares pro rata only the obligation as the sum insured of this policy bears to the total sum insured of all aforesaid policies.

LAW AND PRACTICE

16. This insurance is subject to local law and practice