

※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 Convention Certification Clause

110.06.08(110)華產企字第161號函備查

It is hereby understood and agreed, that the clauses LMA 5395 and LMA 5403 contained herein (notwithstanding that they are paramount clauses) shall not apply to liabilities arising from:

- a) the Federal Maritime Commission under Section 2 of US Public Law 89-777, and any amendments thereto, and/or
- b) the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 and any amendments thereto, and/or
- c) the International Oil Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement (STOPIA), or the Tanker Oil Pollution Indemnification Agreement (TOPIA), and any amendments thereto, and/or
- d) the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, and any amendments thereto, and/or
- e) the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 2002 and Guidelines for its implementation or Regulation (EC) No 392/2009 of the European Parliament and of the Council which gives effect thereto, any amendments thereto, and/or
- f) the Nairobi International Convention on the Removal of Wrecks 2007 and any amendments thereto, and/or
- g) the Maritime Labour Convention, 2006, and any amendments thereto.

Irrespective of any like provisions within LMA 5395 and LMA 5403 contained herein, the above shall be paramount and shall override anything in this Contract inconsistent therewith.