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South China Insurance Difference In Conditions, Increased Value, Contingency Clause

102.04.16(102)華產企字第 123 號函備查

It is agreed that this policy also covers goods and/or merchandise purchased by the Assured on C.I.F. terms or other terms of purchase whereby marine insurance is provided by the seller, or shipments insured and carried under tariffs providing insurance are covered hereunder (the Assured's interest being hereby admitted), subject to any or all of the following clauses:

A. DIFFERENCE IN CONDITIONS

This insurance is to cover the risks not covered in the insurance furnished by the shipper, carrier or others but which would be covered had the insurance been originally declared hereunder.

B. INCREASED VALUE

This insurance is to cover any difference between the value insured in the insurance furnished by the shipper, carrier or others and the value which would have been declared in accordance with the valuation clauses herein. Also to cover such proportion of excess General Average and/or Salvage Charges as shall not be recoverable under the insurance furnished by the shipper, carrier, or others but these Assurers shall not be liable for a greater proportion of such charges than the value insured hereunder (less a Particular Average for which these Assurers are liable) bear to the difference between the value insured under the insurance provided by the shipper, carrier, or others and the contributory value or to the total value insured against excesses if the total value insured against excesses exceeds such difference.

C. CONTINGENCY INSURANCE, UNPAID VENDOR

It is understood and agreed that on all shipments of goods sold by the Assured on Cost & Freight, F.O.B., F.A.S., or other terms whereby the Assured is not required to furnish insurance, this policy is extended to cover only the interest of the Assured as an unpaid vendor, from the time shipments become at the risk of the customer under the terms of the sale until payment of draft, but in no event beyond the time when this Assurer's risk would normally cease under the terms of this policy.

It is further understood and agreed that in no event shall this insurance inure to the benefit of the buyer or his Underwriter, but in the event of a loss occurring which would be collectible hereunder but for such terms of sale and the Assured is unable to collect the purchase price from the buyer in regular course, these Assurers will advance to the Assured the amount of such loss pending collection from the buyer; such advance will be made as a loan without interest refundable only in the amount collected from the buyer or from his Underwriters; the Assured hereby agreeing to use all reasonable means to collect the full amount due from the buyer and to reimburse these assurers.