¥南金融集團 南產物保險股份有限公司 **H CHINA INSURANCE CO., LTD.**

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號) 免費申訴電話:0809-005607

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1/1/82

SOUTH CHINA INSURANCE INSTITUTE WAR CLAUSES

(sendings by Post)

100.06.03(100)華產企字第 372 號函備查

General

Clause

CL257

BISKS COVERED

- Risks 1. This insurance covers, except as provided in Clause 3 below, loss of or damage to the subject-matter insured caused by Clause 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment General and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Average Clause clauses

EXCLUSIONS

- 3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - Exclusion 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 subjectmatter insured (for the Clause
 - purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

 - 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 any claim based upon loss of or frustration of the voyage or adventure
 - 3.7 loss damage or expense arising from any hostile use of any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

- Tranit 4. This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during Clause which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.
- 5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6.	6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were awar loss and the Underwriters were not.	
MI	NIMISING LOSSES	
7.	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of
	16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and	Assured Clause
	16.2 to ensure that all rights against carriers, bailees 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.	
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.	Waiver Clause
A۷	OIDANCE OF DELAY	Reasonabl
0	It is a condition of this insurance that the Assured shall get with reasonable despatch in all aircumstances within their control	Despatch

9. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

^{華南金融}集團 ● 華南產物保險股份有限公司 SOUTH CHINA INSURANCE CO., LTD.

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※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。

10. This insurance is subject to English law and practice.

NOTE.-- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

English Law and Practice Clause