

※要保人可透過本公司免費服務電話(0800-010850)、網站(<http://www.south-china.com.tw>)或總公司、分公司及通訊處查閱公開資訊文件。
※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 Marine General Provisions Clause (Cargo)

101.07.27(101)華產企字第 599 號函備查

DECLARATIONS

It is a condition of this insurance that the Assured report to the Company all shipments of merchandise insured or other interests coming within the terms hereof within fifteen days after the end of the month in which all details of insured shipments or other insured interests become known to the Assured unless otherwise agreed.

Premium for all reported shipments or other insured interests shall be paid by the Assured within fifteen days of their receipt of the Company's statement of premium due unless otherwise agreed.

Willful failure to make such reports shall render this policy voidable at the Company's option as of the date it would have attached to the unreported shipment. However, unintentional error or omission or delay in making any such report shall not void this insurance provided the same be reported to the Company as soon as known to the Assured.

LOSS OR DAMAGE PRIOR TO SHIPMENT OR DESPATCH

Should this **OPEN POLICY** extend to cover the insured interest prior to shipment or despatch, in the event of loss or damage by insured perils prior to shipment or despatch the Insured is also bound to declare to the Company the value of the insured interest at risk at the time of the loss or damage and to pay the appropriate premium thereon.

INSPECTION OF RECORDS

By reporting any shipment hereunder the Assured signifies its agreement that the Company or a person appointed by the Company may examine the books and records of the Assured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

TRANSFER OF INTEREST

Nothing herein shall prevent the transfer of a Policy or Certificate issued in terms of this **OPEN POLICY** on sale pledge or other transfer of the interest in the insured goods by the within named Insured or Insured's Assignee.

AVERAGE CLAUSE

This **OPEN POLICY** is subject to the condition of average, that is to say, if the property covered by this insurance shall at the time of any loss be of greater value than the Sum Insured declared by the Assured, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

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MARINE POLICY GENERAL PROVISIONS (CARGO) – Cont'd

CANCELLATION

This OPEN POLICY may be cancelled by the Company or by the Assured under the following conditions:-

Marine and Transit Risks	: By 30 days notice in writing
War	: By 7 days notice in writing
Strikes Riots Civil Commutations Malicious Damage & Priacy	EXCEPT for voyage to and from the U.S.A. where 48 hours notice shall apply

Cancellation shall become effective on the expiry of the stipulated period calculated from midnight or the day on which notice of the cancellation is issued by or to the Company, but shall not apply to any insurance against the said risks which shall have attached in accordance with conditions of this **OPEN POLICY** before cancellation becomes effective.

CLAIM PAYABLE

As may be shown in Certificates or Policies issued in respect of Declarations made in terms of this OPEN POLICY.

INSURABLE INTEREST

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.
2. Subject to 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 aware of the loss and Underwriters were not.

DUTY OF ASSURED

It is duty of the Assured and their servants and agents in respect of loss recoverable hereunder:

1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriter will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and resonably incurred in pursuance of these duties.

WAIVER

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.

WAR EXCLUSION

In no case shall this insurance cover loss damage or expense caused by

1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

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- capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat;
- derelict mines torpedoes bombs or other derelict weapons of war.

ATOMIC AND NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The following provision shall be paramount and shall override anything which may appear elsewhere in this contract.

Should this insurance be extended to cover any loss damage or expense excluded by the above War Exclusion Clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

IMPORTANT NOTICE

INSTRUCTION FOR SURVEY

In the event of loss or damage which may involve a claim under this Insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Survey Agents named herein.

GENERAL AVERAGE

The holder of this Policy is requested not to sign any Average Bond or to pay and deposit on account of General Average without first communicating with the Company.

CLAIMS PROCEDURE

It is the duty of the Insured and their Agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised; in particular, the Assured or their Agents are required:-

- To claim immediately on the Carriers and on the Port Authorities for any missing packages.
- To apply immediately for survey in the docks by Carrier's representatives if any loss or damage be apparent and claim on the Carriers for any actual loss or damage found at such survey.
- In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- To give notice in writing to the Carrier's representatives within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: (1) The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.
(2) Any claim under this Insurance should be submitted, without delay, together with all correspondence with Carriers or other parties involved.

DOCUMENTATION OF CLAIMS

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To enable claims to be dealt with promptly, the Insured is advised to submit all available supporting documents without delay, including when applicable:

- (1) Original policy or certificate of insurance.
- (2) Original or copy shipping invoices, together with shipping specification and/or weight notes.
- (3) Original Bill of Lading and/or other contract of carriage.
- (4) Survey report or other documentary evidence to show the extent of the loss or damage
- (5) Landing account and weight notes at final destination.
- (6) Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

STAMP DUTY

Please note this document may require to be stamped within a given period in order to conform with the laws of the country at destination. Holders are therefore advised to ascertain the amount of stamp duty that is required.