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## South China Insurance Owners' Special Clause(\_\_\_\_\_Fleet V. \_\_) (Subject to English Law and Practice)

106.03.31 (106)華產企字第 069 號函備查

1. This insurance covers loss of or damage to any parts, equipment, apparatus, spare parts and the fittings of the insured vessel which are temporarily removed from and located outside of the vessel, irrespective of where they are located, whilst she is being under repairs or otherwise, and including during transportation from or to the vessel, where such loss or damage is caused by a peril insured against.
2. This insurance covers loss of or damage to equipment and apparatus not owned by the Assured but installed for use on the vessel and for which the Assured has assumed contractual liability, where such loss or damage is caused by a peril insured under this insurance. The liability of the Underwriters shall not exceed the lesser of the contractual liability of the Assured for loss of or damage to such equipment or apparatus or the reasonable cost of their repair or their replacement value. All such equipment and apparatus are included in the insured value of the vessel.
3. This insurance covers the Sue & Labour Charges, Salvage & Salvage Charges and General Average without reduction in respect of any under-insurance. Should the application of this clause not be to the Shipowners' advantages, they may, if they so wish, not invoke this clause.
4. Underwriters' liability in respect of claim for damage which are left unrepaired at the expiry of the Policy will be the estimated cost of repairs including estimated drydock dues and services, tank cleaning, superintendence, Class surveyor's charges and removal, etc., if necessary.
5. It is agreed that the Assured is entitled to elect a place of dry-docking or repair for the purpose of carrying out repairs for which Underwriters are liable and that the reasonable cost of effecting repairs there is deemed to be part of the reasonable cost of repairs.
6. For claim purpose: -
  - air freight on spare parts.
  - the cost of repairs by riding squads
  - the cost of temporary repairs
  - excess cost of overtime on repairs
  - the cost of drydocking with cargo on board
  - the cost of discharging, storing and reloading cargo necessary for damage repairs
  - the cost of handling, re-stowing etc. cargo necessary for the safe prosecution of voyage
  - the additional expenses incurred to enable the vessel to continue trading pending supply of necessary replacement parts/equipmentwhich are not allowable in General Average shall be deemed to form part of the reasonable cost of repairs or claim on Underwriters to the extent that such items would have been incurred by a prudent uninsured owner.  
Any costs incurred in connection with the hire, purchase or fitting etc., of temporary generators & auxiliary/portable boilers incurred to allow the vessel to continue her trading or cargo operations consequent on damage to a generator or boiler shall form part of the claim, to the extent that such items would have been incurred by a prudent uninsured owner.
7. a) One deductible to be applied to all damage sustained as a result of groundings or touching bottom, contacting with foreign objects including lock walls and/or ice, at any port, through any river, inland waterway or lock system during one voyage, inward and outward, and during berthing/unberthing operations.

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- b) One deductible to be applied to all damage sustained during loading(s) or discharging(s) at one loading or discharging port/place.
- c) In interpretation of two consecutive ports as concerns heavy weather and ice damages, calls at ports solely for bunkering or for refuge or canal transits not to be construed as ports within the meaning of the clause in question. Vessel's staying in port counts as an integral part of the proceeding single sea passage and no separate deductible for damage(s) which may be sustained during the vessel's stay in port.
8. Where the vessel in adventure is missing, and after the lapse of two months no news of her has been received, an actual total loss is presumed.
9. In ascertaining whether the Vessel is a constructive total loss, 80% of the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account. No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed 80% of the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.
10. Standard General Average Absorption Clause - If the Assured does not claim general average, salvage or special charges from cargo, freight, bunkers, containers, or any property not owned by the assured on board the vessel (hereinafter called "Property Interests"), the Insurers shall pay in full the general average, salvage and special charges up to USD \_\_\_\_\_.  
The Insurers shall also pay the reasonable fees and expenses of the average adjuster for calculating claims under this clause in addition to any payment made above.  
If the Assured claims under this clause he shall not take any claim for general average, salvage or special charges against the Property Interests. Claims under this clause shall be adjusted in accordance with York-Antwerp Rules 1994, excluding the first paragraph to RUE XX and Rule XXI, relating to commission and interest.  
Claims under this clause shall be payable without application of the deductible. Without prejudice to any defences they may have under the terms of the policy the Insurers waive any defences to payment under this clause which would have been available to the Property Interests.  
In respect of payment made under this clause the Insurers waive any rights of subrogation they made have against the Property Interests. This waiver shall not apply where the incident giving rise to such payment is attributable to fault on the part of Property Interests. For claims under this clause the vessel shall be deemed to be insured for its full contributory value.
11. It is agreed that the Assured may, at their sole option, appoint an independent Average Adjuster who is a Fellow of the Association of Average Adjusters of the United Kingdom, to assist them with the preparation of claims under this insurance. The charges of the independent Average Adjuster will form part of the claim(s)