

South China Insurance Ship Operator Excess Chassis Liability Clause

– Applying to ○○○

107.01.19 (107)華產企字第019號

EXCESS PROTECTION AND INDEMNITY

(a) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Protection and Indemnity policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the “Primary Policies”); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the limits of liability of the primary policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS COLLISION

(b) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the “Primary Policies”), by reason of the Assured’s collision liability exceeding the amount insured against collision liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance.

EXCESS COLLISION INCLUDING TOWER’S LIABILITY

(c) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause incorporating tower’s liability of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision and tower’s liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the “Primary Policies”), by reason of the Assured’s collision and /or tower’s liability exceeding the amounts insured against collision and tower’s liability as stated in the Primary Policies,

but in no event for more than the Limit of Liability of this insurance. These Underwriters shall not be required to indemnify the Assured under Section (b) of this Policy with respect to any vessel insured under this Section (c).

EXCESS GENERAL AVERAGE AND SALVAGE

(d) These Underwriters agree to indemnify the Assured for General Average and Salvage not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the “Primary Policies”), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of contribution to General Average or Salvage charges, the liability under this Policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

EXCESS SUE AND LABOR CHARGES

(e) These Underwriters agree to indemnify the Assured for Sue and Labor charges not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the “Primary Policies”), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of ascertaining the amounts recoverable under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), the liability under this Policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

EXCESS SHIP REPAIRER'S LEGAL LIABILITY

(f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS CHARTERER'S LEGAL LIABILITY

(g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS WHARFINGER'S AND/OR SAFE BERTH LIABILITY

(h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfinger's and/or Safe Berth Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS OF CHASSIS LIABILITIES

(i) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Chassis Liabilities policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the “Primary Policies”), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

GENERAL CONDITIONS

4. These Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.

5. In the event the Assured or the Underwriters on the Primary Policies elect not to appeal a judgement in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of these Underwriters exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.

6. In the case of any payment made hereunder, these Underwriters may act together with all other interests (including the Assured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Assured, Underwriters on the Primary Policies and these Underwriters. The apportionment of any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Assured) that shall have paid an amount over and above any payment made hereunder by these Underwriters

shall first be reimbursed up to the amount paid thereby; these Underwriters will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) of whom this Policy is in excess are entitled to claim the balance, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the proportion that their respective recoveries are finally settled.

7. It is a condition of this insurance that all Primary Policies, in which the Assured has an interest, are scheduled and that the said Primary Policies shall be maintained in full force and effect during the term of this Policy and that no changes shall be made in the Primary Policies which broaden the insuring conditions thereof or reduce the amounts collectible thereunder. In the event there is no recovery available to the Assured under the Primary Policies, whether as a result of the bankruptcy or insolvency of the underwriters or any of them of the Primary Policies or otherwise, the coverage hereunder shall nonetheless apply only in excess of the applicable Limit of Liability specified in the Primary Policies. In the event of a breach of any of the aforesaid conditions this Policy shall be null and void, unless otherwise agreed in writing by these Underwriters. These Underwriters shall be furnished with copies of the Primary Policies and any amendments thereto at their request.

8. The term "Assured" is used severally and not collectively, but the inclusion herein of more than one Assured shall not operate to increase the liability of these Underwriters.

9. The Assured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give prompt written or electronic notice thereof to these Underwriters.

10. Either these Underwriters or the Assured may cancel this insurance by giving the other thirty (30) days written notice, after which this Policy shall be of no force or effect. In the event of non-payment of premium 30 days after attachment, or of any additional premium when due, this insurance may be cancelled by Underwriters upon ten (10) days written notice, after which this Policy shall be of no force or effect. Written or telegraphic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the broker who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, the Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. All returns shall be net.

11. This insurance shall cover only those excess liabilities specified in paragraph 1, for not exceeding the amounts specified under Limit of Liability in Column “A” below, being excess of Primary Limits specified in Column “B” below, but subject to the terms and conditions otherwise specified herein.

The listing below of Primary Policies which include risks not otherwise insured against under this Policy shall not be deemed to be an acceptance by these Underwriters as protection against such risks, nor shall the Assured recover from these Underwriters any deductible or self-insured retention under any Primary Policies.

SCHEDULE OF INSURANCES

Location or Vessel	Section(s) applicable	Column “A” Excess Limit of Liability	Column “B” Primary Limit of Liability
As per <u>(As arranged)</u> Submission	(i)	<u>(As arranged)</u> each occurrence	<u>(As arranged)</u> Third Party Liabilities <u>(As arranged)</u> Cargo Liabilities <u>(As arranged)</u> North American Chassis Liabilities Provided by TT Club Mutual Insurance Ltd – Certificate number: 22838/2015/001

ASBESTOS EXCLUSION

In consideration of the premium charged and notwithstanding anything to the contrary contained in this policy, it is hereby agreed that the coverage afforded by this policy does not apply to "bodily injury", "personal injury" or "property damage" arising out of:

- 1) inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- 2) the use of asbestos in constructing or manufacturing any good, product or structure; or
- 3) the removal of asbestos from any good, product or structure; or
- 4) the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

CHEMICAL, BIOLOGICAL, BIO – CHEMICAL, AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

A. CHEMICAL, BIOLOGICAL, BIO – CHEMICAL, ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense, directly or indirectly caused by, or contributed to by, or arising from

1.1 any chemical, biological, bio-chemical or electromagnetic weapon

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN EXCLUSION

In consideration of the premium charged, it is hereby agreed that this policy shall not apply:

1. to “bodily injury”, “property damage”, or “personal and advertising injury”;
2. to damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “organic pathogens”,
or
4. to any litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of “organic pathogens”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any “bodily injury”, “property damage”, “personal and advertising injury”, loss, cost or expense arising out of or related to any form of “organic pathogens”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is intentionally caused, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

SANCTION LIMITATION AND EXCLUSION CLAUSE

This policy excludes coverage for any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from violation of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

(November 1, 2002)

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS POLICY THAT IS INCONSISTENT THEREWITH.

In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any of the following:

- 1.1 ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

(U.S.A. ENDORSEMENT)
to the
INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
(November 1, 2002)

It is hereby agreed that this policy is amended as follows:

Provided that:

- (a) fire is an insured peril under this policy, and
- (b) the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions, and
- (c) a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - November 1, 2002 (M-219)

Then, subject to the provisions of this insurance (reinsurance), any loss or damage arising directly from that fire shall not be excluded under the terms of the INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - November 1, 2002 (M-219).

Notwithstanding the foregoing, this policy shall not apply to any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

TERRORISM EXCLUSION CLAUSE – ABSOLUTE

This policy excludes any loss, damage, liability or expense arising from:

- a) terrorism; and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, “terrorism” means any act(s) of any person(s) or organization(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

**Derived from Joint Excess Loss Committee Terrorism Exclusion Clause 16/11/01 XL
2001/002**

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

LIMITED TERRORISM BUYBACK ENDORSEMENT
(EXCESS LIABILITY INSURANCE POLICIES)

In consideration of a separate and additional premium of **(As Arranged)**, it is hereby agreed that the **TERRORISM EXCLUSION CLAUSE - ABSOLUTE** is hereby nullified with respect to certified acts of terrorism as defined in the Terrorism Risk Insurance Act.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE



總公司：台北市忠孝東路四段560號5樓
聯絡處：台北市基隆路一段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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FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096 (Combined Certificate)

7 March 2008

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CLAUSE 380 10/11/03

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.

INSTITUTE SERVICE OF SUIT CLAUSE (USA)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provisions elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above;

a) It is further agreed that the Assured may serve process upon any senior partner in the firm of: Mendes & Mount (Attorneys), 750 Seventh Avenue, New York, NY 10019-6829 and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or any Appellate court in the event of an appeal.

b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event of such a suit shall be instituted.

c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and of its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.

d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the

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statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be service any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

1/11/92

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ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.

OMX10006141401 12/29/15