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※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。

## 華南產物承攬運送人及無船公共運送人責任保險(英) 保單條款

100.10.28(100)華產企字第602號函備查

**The schedule and the wording in this Policy shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy shall bear the same meaning wherever it may appear.**

**Subject always to the terms, conditions, limits and exclusions contained elsewhere in this Policy.**

### COVER

Now this Policy witnesseth that subject to the terms contained herein or endorsed hereon the Underwriters will indemnify the Insured against his liability as a freight forwarder and/or NVOCC under the conditions seen and approved by the Underwriters for:

- Section i) loss or destruction of or damage to goods or merchandise occurring during the period of insurance for the Insured's legal liability arising out of the movement or storage of such goods or merchandise and/or
- Section ii) claim or claims which may be made against the Insured during the period of insurance for legal liability for mis-direction or mis-delivery of cargo, losses falling under this Section are recoverable hereunder only if such losses occurred during the period of insurance.
- Section iii) claim or claims occurring during the period of insurance for consequential loss following loss of destruction of damage to or mis-direction and/or mis-delivery of cargo exception always any liability arising from
  - 1) loss of or damage to any goods owned by the Insured.
  - 2) death of or bodily injury to any person or living creature.
  - 3) loss of or damage to any property belonging to any third party other than the goods in transit.Provided always that the limit of liability of the Underwriters in respect of such indirect or consequential loss shall not exceed in any case in the aggregate during any one annual period of insurance the sum stated in the schedule.
- Section iv) claim or claims occurring during the period of insurance for the Insured's liability for cargo's proportion of general average and/or salvage:
  - (1) arising solely from the breach by the Insured of his contract of carriage with the customer, or
  - (2) where the Insured is legally obliged to pay such proportion on cargo's behalf
- Section v) Claim or claims occurring during the period of insurance for delay in the despatch, carriage or delivery of cargo except always any liability arising from late delivery or delay in respect of transit for which a delivery time or date is contractually agreed by the Insured unless the prior consent of the Insurers has been obtained and unless any required additional premium has been paid. provided always that the limit of liability of the Insurers in respect of such loss in delay shall not exceed:

- 1)the carriage charges in respect of the item or items so delayed.
- 2)in any case in the aggregate during any one annual period of insurance the sum stated in the schedule.

The Insurers will also pay all costs and expenses including a solicitors' fee for the defence in a court of summary jurisdiction of proceedings arising out of an alleged breach for statutory duty incurred with their written consent and relating to any claim which may be the subject of indemnity under this policy.

#### **LIMIT OF LIABILITY**

- 1) The liability of the Insurers under this insurance for damages in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum stated in this Policy.
- 2)The litigation and lawyer's fee incurred at each occurrence should not be more than the amount claimed and the aggregate of which during the Policy year should be limited to NT\$2,000,000.00

#### **CONDITIONS**

- 1)The liability of the Underwriters herunder shall not in respect of the cover granted by this Policy exceed in the aggregate for all claims under this insurance in any one policy year which shall be understood to mean a period of one calendar year commencing each year on the day named in the said schedule the sum stated in the said schedule except that subject to the provisions hereof the Underwriters will in addition pay the costs and expenses incurred in the defence or settlement of any claim.
- 2)The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim. Nevertheless the Insured shall not be required to contest any legal proceedings unless counsel (to be mutually agreed upon by the Insured and Underwriters) shall advise that such proceedings should be contested.
- 3)If a payment in excess of the amount of indemnity available under this Policy has to be made to dispose of a claim the Underwriters liability for the costs and expenses incurred with their consent shall be such proportion thereof as the amount of indemnity available under this Policy bears to the amount paid to dispose of the claim.
- 4)The Insured shall as a condition precedent to their right to be indemnified under this Policy give to the Underwriters immediate notice in writing:
  - (1) of any claim made against them or
  - (2) of the receipt of notice from any person of an intention to hold the Insured responsible for the results of any breach of professional duty as freight forwarders and shall in either case upon request give to the Underwriters such information as the Underwriters may reasonably require. If during the subsistence hereof the Insured shall become aware of any occurrence which may subsequently give rise to a claim being made against them for breach of professional duties as freight forwarders by reason of any negligent act, error or omission (as herein defined) and shall during the subsistence hereof give written notice to the Underwriters of such occurrence then any such claim which may subsequently be made

against the Insured arising out of that negligent act, error or omission shall for the purpose of this Policy be deemed to have been made during the subsistence hereof.

5) This Policy may be cancelled at any time by either party giving 30 days' notice in writing. Underwriters receiving notice will receive and retain the customary short term or earned premium whichever is the greater or when giving notice receive and retain pro-rata or earned premium whichever is the greater.

6) If the Insured shall prefer any claim knowing the same to be false or fraudulent as regards amount or otherwise this insurance shall become void and all claim hereunder shall be forfeited.

7) It is a condition precedent to the liability of the Underwriters hereunder :

(1) that during the subsistence of this Policy the Insured continuously trades under the conditions as seen and approved by the Underwriters and

(2) that the Insured shall take all reasonable steps to ensure that the said conditions are incorporated into contracts entered into by the Insured in the course of the Insured's business as a freight forwarder.

Notwithstanding this condition, if a claim arises in respect of a contract into which the Insured have failed to incorporate the above mentioned conditions the Insured's right to be indemnified under this Policy in respect of such a claim shall not be prejudiced providing that the Insured establishes:

(1) that as general rule the Insured has taken all reasonable steps to incorporate the above conditions into contracts but

(2) in the case in question the conditions were not incorporated solely as a result of an isolated error or omission of the Insured or one of their employees.

## **EXCLUSIONS**

The Insurers shall not be liable in respect of:

1) liability arising directly or indirectly by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle when

(1) insurance or security under any road traffic act is necessary

(2) liability in respect thereof is more specifically Insured.

2) loss of or damage to

(1) property belonging, hired, leased, rented or loaned to the Insured.

(2) property held in trust or in the custody or control of the Insured or his employees other than employees' property.

3) liability attaching to the Insured by reason of an express term of any contract unless such liability would have attached to the Insured notwithstanding such term.

4) any liability of Insured's, evidenced on all b/l, which were signed or issued out of taiwan through Insured's agent or branch office.

5) liability or loss arising out of delivery of cargo without production of the relevant bill of lading.

The Underwriters shall not be liable for:

1) loss of or destruction of or damage to the property or for any liability of the Insured indirectly or directly occasioned by happening through or in consequence of war invasion. act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or

confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- 2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (3) loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. exclusions

This Policy shall not indemnify the Insured in respect of any claim

- 1) for libel or slander or
- 2) brought about or contributed to by fraudulent criminal or malicious act or omission of the Insured or their predecessors in business or any person at any time employed by the Insured or their predecessors in business or
- 3) for any liability as principal for the charter of the whole or part of any vessel or aircraft or
- 4) resulting from the insolvency of the Insured or
- 5) resulting from any inability of the Insured to pay or collect amounts (other than amounts which they may be required to pay or collect on behalf of their principals) or
- 6) resulting from any failure of the Insured to comply with instructions to effect insurance or
- 7) for breach of any duty of care where the claimants had no contract with the Insured or
- 8) for punitive or exemplary damages

## **CANCELLATION**

This Policy may be cancelled at any time by either party giving 30 days notice in writing. Underwriters receiving notice will receive and retain the customary short term or earned premium whichever is the greater or when giving notice receive and retain pro-rata or earned premium whichever is the greater.

## **NOTICE OF CLAIMS**

In the event of a claim for which Insurers may be liable immediate notice must be given to the insurer or its branch office.

## **COMPUTER MILLENNIUM CLAUSE**

This Policy is subject to computer millennium clause as follows.

In no case shall this insurance cover any loss, damage, expense or liability or whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

This exclusion does not apply to :

- 1) claims for loss of or damage to the subject matter Insured reasonably attributable to :
  - (1) fire or explosion.
  - (2) vessel or craft being stranded grounded sunk or capsized.
  - (3) overturning or derailment of land conveyance .
  - (4) collision or contact of vessel craft aircraft or conveyance with any external object other than water.
  - (5) total loss of aircraft in flight.
  - (6) discharge of cargo at a port distress
  - (7) total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel craft or aircraft.
  - (8) general average sacrifice.
  - (9) jettison or washing overboard.
  - (10) entry of sea lake or river water into vessel craft hold conveyance liftvan or place of storage.
- 2) general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded elsewhere in this insurance.

#### **LAW AND PRACTICE**

This Policy is subject to the law and practice of R.O.C.  
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