

貨物保險常用或主要的附加條款

CARGO INSURANCE _ ADDITIONAL CLAUSES

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重要事項條款 (紅色條款) IMPORTANT (Red Clause)

Procedure in The Event of Loss or Damage for Which Underwriters May Be Liable

保險人應負責任之事故發生時之程序：

Liability of Carriers, Bailees or Other Third Parties

運送人、受託人或其他第三人之責任

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

於被保險人及代理人於任何情況下均有義務採取適當措施以合理防止或減輕其損失，並確保對抗運送人、受託人或其他第三人之權利已適當保留及行使。

In particular, the Assured or their Agents are required :-

特別是被保險人或其代理人應：

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

1. 任何貨物遺失時應立即向運送人、港口當局或其他受託人提出求償。
2. 於任何情形下，除書面聲明外，於貨物有不明狀態時，不得給予清潔收據。
3. 於貨櫃運送時，其負責人員應及時檢查貨櫃及其封條。如貨櫃送達時發現有破損或封條斷裂或遺失或具有船運文件上所載明之其他封條時，應於收據上予以註明，並保持所有有問題或異常封條為後續查證之用。
4. 於有明顯任何滅失或毀損提貨時，應立即向運送人或其他受託人的代表申請公證，並就該公證所發現之任何實際滅失或毀損，向運送人或其他受託人提出求償。
5. 如滅失或毀損於提貨當時並不明顯，應於提貨三日內書面通知運送人或其他受託人。

NOTE :-The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

附註：建議受貨人或其代理人能熟悉卸貨港之港口當局之相關規定。

DOCUMENTATION OF CLAIMS

求償所需文件

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable :-

為使求償得以迅速處理，被保險人及其代理人應立即提供下列有關文件：

1. Original Policy or certificate of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of 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 port of discharge and final destination.

1. 保險單正本或保險證明。
2. 船運發票正本或認證副本，包括船運指示及或重量單。
3. 載貨證券或其它運送契約正本或認證副本。
4. 能證明毀損滅失範圍之公證報告或其它損害證明文件。
5. 卸貨港或最後目的港之卸貨及重量證明文件。

6. Correspondence exchanged with the Carriers and other parties regarding their Liability for the loss or damage.

6. 與運送人或其他關係人有關該滅失或毀損責任之來往函件。

In the event of loss or damage which may involve a claim under the insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this policy.

於任何涉及本保險所承保之滅失或毀損發生時，除立即將該滅失或毀損為通知，並自本公司或本保單所載明之代理人取得公證報告外，不負賠償責任。

No claim for loss by theft &/or pilferage shall be paid hereunder unless notice of survey has been given to this Company's agents within 10 days of the expiry of this insurance.

除公證通知於本保單屆滿10日內，已通知本公司代理人外，否則不理賠偷竊或盜竊之損失。

When presenting claim, all of the concerned documents should be written in or translated into English.

於提出求償時，所有相關文件應以英文書寫或轉譯成英文。

協會船級條款-01/01/2001

Institute Classification Clause (01/01/2001)

QUALIFYING VESSELS

(1) This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification society which is:

- 1.1. A Member or Associate Member of the International Association of Classification Societies (IACS*), or
- 1.2. A National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

(2) Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or Other vessels over 15 years of age unless they:

- 2.1. Have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2. Were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

(3) The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

(4) A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

(5) Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

合格船舶

(1) 本保險暨保單或預約保單上之海上運輸保險費率僅適用於鋼造機械自力推進並經任一驗船協會予以入級之船舶所載貨物或利益，該驗船協會須為：

- 1.1 國際驗船協會聯合機構(簡稱：IACS*)之會員或聯合會員。或
- 1.2 如第4條以下所定義之國家船級協會，然該船舶須於該國內專門從事沿岸貿易(包括於該國所轄列島間之島間航線貿易)。

承載貨物或利益之船舶未符合前列入級者，應須儘速通知保險人，以徵得同意之費率及條件。若於未獲同意前發生損失者，僅於可適用之商業市場合理條件暨合理市場費率下獲得承保。

船齡限制

(2) 承載貨物或利益之合格船舶(如前述定義)，若船齡超過下列限制，將依保單或預約保險條件加上同意增收之保費予以承保。

散裝或混合船船齡超過10年或其他船船齡超過15年，除其：

- 2.1 已被使用於載運一般雜貨，並於特定數港口間建立定期航線，且船齡不超過25年，或
- 2.2 被建造用於貨櫃船、汽車船或雙層開放式高架移動起重船，且已被持續於特定數港口間建立定期航線，且船齡不超過30年。

艇具條款

(3) 本條款要求不適用於港區內對船舶裝卸之任何艇具。

國家船級協會

(4) 國家船級協會係一驗船協會設籍於同一國家內，且船舶所有人必須依該國船旗為營運。

儘速通知

(5) 於本保險要求被保險人應儘速通知保險人時，承保之權利取決於是項義務之履行。

LAW AND PRACTICE

(6) This insurance is subject to English law and practice.

*For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk

法律及實務

(6) 本保險應適用英國法律及實務。

* 欲知目前IACS 之會員及聯合會員名單，請參照IACS 之網址www.iacs.org.uk

協會船級條款-1/8/97 Institute Classification Clause

The marine transit rates agreed for this insurance apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed as below by one of the following classification societies.

Provided such vessels are

- A) (i) not bulk and/or combination carriers over 10 years of age.
- (ii) not mineral oil tankers exceeding 50,000 grt which are over 10 years of age
- B) (i) not over 15 years of age, or
- (ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to loaded at specified ports.

Chartered vessels and also vessels under 1000 g.r.t. which are mechanically self-propelled and of steel construction must be classed as above and not over the age limitations specified above. The requirements of the institute classification clause do not apply to any craft, raft or lighter, used to load or unload the vessel, whilst they are within the port area.

Cargoes and/or interests carried by mechanically self-propelled vessels not falling within the scope of the above are held covered subject to a premium and on conditions to be agreed.

本保險所同意之海上運輸費率應僅適用於下列經船級協會認證之具自有機械動力驅動之鋼造船舶上之貨物及/或利益。

然以該船舶：

- A) (i) 未超過10年之散裝或混合使用船舶。
- (ii) 未超過10年且為5萬噸以上之礦物輪或油輪。
- B) (i) 未超過15年，或
- (ii) 超過15年但未超過25年，且已被持續於特定數港口間建立定期航線。

租傭船及超過1,000噸之自有機械動力驅動之鋼造船舶須經過前述驗船協會認證，且不得超過上述之船齡限制。協會船級條款之要求不適用於在港內用以裝卸貨物之任何舟、筏或駁船。

貨物或及/或利益若非由前列自有機械動力驅動之船舶載運者，於加收保費及另訂承保條件之情況下得予以續保。

協會網路攻擊除外條款 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.

- 1.1 於適用下列1.2條之情況下，本保險任何情況下均不承保任何電腦、電腦系統、電腦軟體程式之適用或運作，受到惡意內碼、電腦病毒或程式或任何其他電子系統之感染性傷害，直接或間接所致或所生或所引起之滅失、毀損、責任或費用。
- 1.2 於本條款所附加之保單係承保戰爭、內戰、革命、叛亂、暴動、或前述各項所生之民爭或由或抵抗敵對勢力之任何戰爭行為、或任何恐怖份子或任何惡意所為或基於政治動機所為之人之風險時，第1.1條不適用於除外不保任何武器或飛彈之發射及或導引系統及或射控機組使用任何電腦、電腦系統或電腦軟體程式或任何其他電子系統所致生之損失(此應為該保單所承保)。

協會危險藥品條款 Institute Dangerous Drugs Clause

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

- (1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy ;
- (2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;
- (3) the route by which the drugs were conveyed as usual and customary.

謹此諒解並協議，除下列情況外，本保單不賠付各國國際公約有關鴉片及其他危險藥品：

- (1) 該藥品已明示記載於保單上，且其出產國及運送目的地國家名稱已特別記載於保單上；
- (2) 損失之證明，應檢附該藥品送往之國家所簽具，能顯示該貨品進口該國業獲該國政府批准之許可、證書或授權書，或檢附該藥品被運出之國家所簽具，能顯示該貨品出口至目的地業獲該國政府批准之許可、證書或授權書；
- (3) 該藥品所運送之路程具普遍性且習慣性。

協會惡意毀損條款

1/8/82

(僅與新海上保單格式一併使用)

Institute Malicious Damage Clause

1/8/82

(for use only with the new marine policy form)

CL266

In consideration of an additional premium, it is hereby agreed that the exclusion “deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons” is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

於支付額外保費及適用本保險其他除外條款之條件下，謹此同意『任何人或數人蓄意毀損或蓄意破壞保險標的或其部份之不法行為』之除外條款視為刪除，保險人復同意承保野蠻或妨害之蓄意行為所致對保險標的之毀損滅失。

放射性污染、化學、生物、生化及電磁武器除外條款 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause

CL370

10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

本條款具至上效力，其應優先本保險任何與其不相一致之規定。在任何情況下，本保險均不承保因下列事項直接或間接所致或所生或所引起之毀損、滅失、責任或費用

- 1.1 ionising radiations 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
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

- 1.1 從核子燃料或廢料、核子燃料燃燒而來之離子輻射或放射性污染。
- 1.2 任何核子設施、反應爐或其他核子裝備或其核子組件之放射性、具毒性、爆炸性或其他危險或污染性之財產。
- 1.3 任何運用原子或核子分裂及或融合或其他類似反應或放射力或物質之戰爭武器。
- 1.4 任何放射性物質之放射性、具毒性、爆炸性或其他危險或污染性之財產。本除外條款不擴大適用擬用於、運送、儲存或使用於任何商業、農業、醫學、科學或其他類似和平目的之放射性同位素，核子燃料除外。
- 1.5 任何化學、生物、生化或電磁武器。

協會罷工、騷亂及民變條款

(就其可適用之範圍)

1/1/63

Institute Strikes Riots and Civil Commotions Clauses

(so far as applicable)

1/1/63

1. This insurance covers loss of or damage to the property hereby insured caused by
 - (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - (b) persons acting maliciously.
 2. Warranted free of
 - (i) loss or damage proximately caused by
 - (a) delay, inherent vice or nature of the property hereby insured;
 - (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion;
 - (ii) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974.
 - (iii) loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom.
 3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
 - (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
 - (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either
 - (i) for storage other than in the ordinary course of transit, or
 - (ii) for allocation or distribution, or
 - (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
1. 本保險承保下列事項所致保險標的之減失毀損
 - (a) 罷工人員、閉廠工人、或參與勞動紛爭、騷亂或民亂之人；
 - (b) 任何惡意行為之人。
 2. 擔保不賠：
 - (i) 下列事項主力近因所致之減失或毀損：
 - (a) 遲延、被保險財產之固有瑕疵及本質；
 - (b) 於任何罷工、閉廠、勞動紛爭、騷亂或民亂期間之任何形式之勞工欠缺短少或佔據；
 - (ii) 因遲延所致任何費用之求償，然該費用依英國法律及 1974 年約克安特衛普規則實務可得求償之費用除外。
 - (iii) 任何交戰勢力、類戰行為、內戰、革命、叛亂、暴動或因此而生之民爭所致之減失或毀損。
 3. 本保險於貨物離開本保單所載明倉庫或儲放處所為開始運送時生效起保，於正常運送過程中繼續有效並於下列情況之一(採先發生者)發生時終止：
 - (a) 交付給保單所載目的地之受貨人所屬或其他最終倉庫或儲放處所
 - (b) 交付給保單所載目的地或到達目的地之前，被保險人為下列使用之任何其他倉庫或處所：
 - (i) 正常運送過程以外之儲放或
 - (ii) 為分配或分送，或
 - (c) 被保貨物於最後卸貨港從海船上完全卸載後屆滿六十天時。

如於最後卸貨港從海船上卸載後，復於本保險終止前貨物被轉運至本保險承保以外之目的地時，本保險就前述規定終止前仍繼續有效，然其效力仍不應擴大到運往該其他目的地之外。

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to the Underwriters and to an additional premium if required, this insurance shall remain in force until either

(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur, or

(ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

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

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 Underwriters and the right to such cover is dependent upon compliance with this obligation.

對非被保險人所能控制之遲延，及船舶所有人或租傭船人依運送契約自由權之行使所為之任何偏離航程、強制卸貨、重裝或轉運及所致冒險之任何變更，本保險仍繼續有效(然應適用前述有關終止及下述第4條之規定)。

4. 於被保險人無法控制之情況下，運送契約於保單所載目的地以外之港口或處所終止，或於交貨前已因前述第5條所定事由而終止運送時，本保險亦為終止，然如立即通知保險人並要求繼續承保，於支付保險人可能請求之額外保費時，本保險於下列情況發生前仍繼續有效：

(i) 貨物已於該港或處所出售並交付，或除另有特別協議外，被保貨物到達該港地屆滿六十日，採先發生者，或

(ii) 如貨物已於前述六十日期間(或任何協議延保期間)內轉運至所載目的地或任何其他目的地，則依前第3條規定而終止。

5. 於適用本條款各規定之情況下，本保單承保依外國理算或依約克安特衛普規則(如運送契約有如是規定)而應支付之共同海損及救助費用。

6. 依本條款應支付之滅失或毀損求償不考慮海損情況。

7. 於航程有變更或相關船舶或航程之說明有任何遺漏或錯誤時，得另行安排保費續保之。

8. 被保險人於其所能控制下所有情況下之作為均應合理快速為本保險之條件。

附註：被保險人一獲知有本保險得以“續保”之事件時即有必要立即通知保險人，續保之權利取決於被保險人業已遵守該義務。

協會盜竊、偷竊及未能送達(保險金額)條款

16/7/28

(就其可適用之範圍)

Institute Theft, Pilferage and Non-Delivery(Insured Value) Clause

16/7/28

(so far as applicable)

- (A) It is hereby agreed that the Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.
- (A) 謹此同意，本保單承保盜竊及或偷竊之風險，不計其百分比。然未於本保單風險屆滿十日內通知保險人之代理人為公證者，不賠付損失。
- (B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package for which the liability of the Shipowner or other Carrier is limited, reduced or negated by the Contract of Carriage by reason of the value of the goods. Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.
- (B) 謹此同意，本保單承保整件包裹未能送達而該未能送達係為船舶所有人或其他運送人得因貨物之價值而依運送契約為限制、減輕或免除其責任之風險。就該損失(扣除求償費用後)向運送人或其他人請求回復之款項，保險人有權主張之，然不應超過保險人所賠付之數額。

協會盜竊、偷竊及未能送達條款

1/12/82

(僅與協會條款(C)一起使用)

Institute Theft, Pilferage and Non-Delivery Clause

1/12/82

(for use only with Institute Clause)(C)

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusion contained in this insurance.

於支付額外保費及適用本保單所規定之除外規定之情況下，謹此同意，本保險承保因盜竊、偷竊或整件包裝之未能送達所致之保險標的之滅失或毀損。

協會戰爭條款 (郵寄)

1/1/82

(僅與新海上保險格式一併使用)

Institute War Clauses (Sendings by Post)

1/1/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

RISKS COVERED

1. Risks Clause

This insurance covers, except as provided in Clauses 3 below, loss of or damage to the subject-matter insured caused by

- 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. General Average Clause

This insurance covers 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 a risk covered under these clauses.

EXCLUSIONS

3. General Exclusions Clause

In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 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 subject-matter insured (for the 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

承保風險

1. 風險條款

除第 3 條另有規定外，本保險承保下列事項所致保險標的之滅失或毀損

- 1.1 戰爭、內戰、革命、叛亂、暴動或民爭所致或任何交戰勢力所為或抵抗之任何戰鬥行為
- 1.2 前 1.1 款承保風險所生之捕獲、查扣、拘押、禁制或徵收，及其任何後果或其任何企圖
- 1.3 遺棄置水雷、魚雷、炸彈或其他遺棄置之戰爭武器。

2. 共同海損條款

本保單承保為避免或本條款承保風險損失避免有關，依運送契約及或依可適用之準據法及慣例理算或決定之共同海損及救助費用。

除外不保事項

3. 一般除外條款

在任何情況下，本保險不承保

- 3.1 歸因於被保險人故意不當行為之毀損滅失或費用
- 3.2 保險標的之正常漏損、正常失重或失量、或自然損耗
- 3.3 保險標的之包裝或整備不固或不當所致之毀損滅失或費用(為本 3.3 款之目的，『包裝』視為包括貨物堆載於貨櫃或升降式貨箱之情況，但僅以於該堆載於保險開始前已經完成或該堆載為被保險人或其受雇人所為者為限)

- 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

4. Transit Clause

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 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. Insurable Interest Clause

- 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.
- 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 aware of the loss and the Underwriters were not.

MINIMISING LOSSES

7. Duty of Assured Clause

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

7.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

7.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

- 3.4 固有瑕疵或保險標的本質所致之毀損滅失或費用
- 3.5 遲延主力近因所致之毀損滅失或費用，即使該遲延係承保風險所致者亦同(第2條可支付之費用除外)
- 3.6 基於航程或冒險喪失或受阻擾之任何求償
- 3.7 任何運用原子或核子分裂及或融合或其他類似反應或放射性之戰爭武器之使用所致生之毀損滅失或費用。

保險期間

4.運送條款

本保險僅承保保險標的及其任何部分離開為本運送開始之目的而於本保單所載之寄件人處所，並繼續(然保險標的位於任何打包倉庫期間除外)至保險標的及其任何部分送達至郵寄包裹上之地址，此時本保險終止。

5. 本契約所約定之任何事項與第3.6項、第3.7項或第4條不相一致者，不相一致之部份無效。

求償

6.保險利益條款

- 6.1 依本保險求償，被保險人於保險標的受損當時須具有保險利益。
- 6.2 於適用前述6.1項之情況下，被保險人有權求償本保險承保期間發生而無論該損失是否於保險契約議定已經發生之承保損失，然被保險人知道該損失而保險人不知情者除外。

減輕損失

7.被保險人義務條款

被保險人及其受雇人及代理人對於可求償之損失負有下列義務

7.1 採取合理措施以避免或減輕該損失，及

7.2 確使能向運送人、受託人或其他第三人可得主張之所有權利均已適當地保留及行使

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.

且除本保單可得求償之任何損失外，對於被保險人為履行該義務適當合理發生之所有費用，本保險人同意補償之。

8. Waiver Clause

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.

8. 棄權條款

被保險人或保險人為拯救、防護或追償保險標的所採取之措施不得視為委付之放棄或承諾或有損任何一方之權利。

AVOIDANCE OF DELAY

9. Reasonable Despatch Clause

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

避免遲延

9. 合理快速條款

被保險人於其所能控制下所有情況下之作為均應合理快速為本保險之條件。

LAW AND PRACTICE

10. English Law and Practice Clause

This insurance is subject to English law and practice

法律與慣例

10. 英國法律與慣例條款

本保險應依據英國法律及慣例。

協會戰爭解約條款 (貨物) Institute War Cancellation Clause (Cargo)

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

除於取消生效前，依據協會貨物戰爭險條款之規定，保險已生效者外，本保險單承保之戰爭險(一如相關協會貨物戰爭險所定義)得由保險人或被保險人任何一方取消。惟此取消僅於保險人發出取消通知或收到取消通知當日午夜零時起算屆滿七日始生效力。

50-50條款 50-50 Clause

Upon arrival at the Contract site all Insured property supplied intended to be part of the contract, which is packed or crated should be visually inspected for signs of possible damage. If any sign of damage is visible the items are to be unpacked immediately and further inspected and reported to Marine Cargo Insurers. Such a loss or damage discovered is excluded by this policy.

Where no sign of loss or damage to the packing exists any damage to the goods which subsequently becomes evident upon their unpacking within the period allowed will be ascribed to the Marine cover or the Contract Works cover according to whether it is clear that it was caused before or after arrival of the property at the Contract Site. If it is not possible to establish whether the damage was caused before or after arrival of the goods at the Contract Site it is agreed that settlement will be made on a 50%-50% basis between the Marine Cover and Contract Works Cover.

於抵達契約點時，欲成為契約一部份所提供之所有已包裝或入箱之被保險財產，應施以外表檢查，看是否有可能損害之跡象。如有可見之損害跡象，該物件應立即予以拆箱進行進一步檢查並向海上貨物保險人通報。該發現之滅失或毀損為本保單除外不保。

如包裝無滅失或毀損跡象，然於後來的容許期間內拆箱時發現貨物有損害者，應交由海上保單或契約營運保單依該財產抵達契約點之前後所致是否清楚明確，予以認定。如無法確定該損害究係貨物抵達契約點之前或之後所致，謹此同意應由海上保單及契約營運保單以50-50基礎為理賠。

24小時故障條款 24 Hours Breakdown Clause

Notwithstanding anything to the contrary contained herein, this insurance shall not covers loss of or damage to the subject-matter insured resulting from any variation in temperature unless the loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours.

無論是否有無相關規定，本保險不承保保險標的因任何溫度變化所致之滅失或毀損，然保險標的之滅失或毀損係起因於冷凍機組故障而停止運轉連續超過24小時期間之溫度變化所致者除外。

求償理算條款 Adjusted Claim Clause

Loss, if any, payable as provided herein, within _____ days after filing all proof-of-loss required by Assurer for adjusted claims.

於發生承保範圍內之損失時，保險人於被保險人備齊理賠所需相關文件為理算後____天內賠付。

品牌及商標條款 Brands or Trademarks Clause

In the case of damage to property bearing or trademark, or the sale of which carries or implies a guarantee, the salvage value of such damaged property shall be determined after the removal of all brands or trademarks; in the event the brand or trademarks cannot be removed from container, the contents shall be transferred to plain bulk containers. With respect to any property and/or package where it is impractical to destroy all evidence of the Assured's connection therewith, Assurers agree to consult and cooperate with the Assured with respect to the disposition of said property and/or package. Should it become necessary to destroy the property and/or package, the Assured shall give Assurers the opportunity to have a representative in attendance. All reasonable expenses incidental to the removal of brands or trademarks, or destruction of the property and/or package, if necessary, shall be part of the claim.

This Policy covers damage to trade marked cartons, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repacking.

如受損財物附有商標或標示產品保證者，該受損財物之殘餘價值應於清除所有品牌或商標後定之；如該品牌或商標無法自容器內移除，其內容品應移轉至一無任何標示之散裝容器內。將任何財物及或包裝與被保險人連結之所有證據實務上無法消除者，就有關該財物及包裝之處置乙節，保險人同意與被保險人諮商及合作。如其必須銷毀該財物或包裝時，被保險人應給予保險人派遣代表參與之機會。與品牌或商標移除或於需要時銷毀該財物或包裝附帶所生之所有合理費用，應作為求償之一部份處理。

本保單亦承保具有商標標示之紙箱，然於此應支付之求償應僅限於足以更換全新紙箱之費用，包括新紙箱之運輸費用及重新包裝費用。

所有及控制條款 Possession and Control

In the event of loss or damage from a peril insured herein to goods or merchandise carrying a brand or trademark or implying a guarantee of the manufacturers or of the Assured, the salvage value of such damaged goods or merchandise shall, at the option of the Assured, be determined after removal of all brands or trademarks. The Assured shall retain control of all damaged goods or merchandise and such goods or merchandise shall not be resold or otherwise disposed of without the Assurer's consent. The Assured agrees wherever practicable to recondition and sell such goods or merchandise after removal of all brands and trademarks.

於承保風險所致滅失或毀損之貨物或商品，其上附有品牌或商標或標示製造商或被保險人之產品保證，該受損貨物或商品之殘餘價值應依被保險人意見，於移除所有品牌或商標後決定之。被保險人應保有所有受損貨物或商品之控制權，且未經被保險人同意之情況下，該貨物或商品不應被出售或以其他方式之處置。被保險人同意，於移除所有品牌及商標後，會儘量將該貨物或商品予以重新整理並將其出售。

貨物國際安全管理條款(A) Cargo ISM Endorsement (1 May 1998)

Applicable to shipments on board Ro-Ro passenger ferries.
Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passenger and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers, and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipment on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- (a) Either that such vessel was not certified in accordance with the ISM Code.
- (b) Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

適用於駛上駛下旅客渡輪船上之貨載。
適用於下列船舶於1998年7月1日生效以後之貨載：

- 1)可搭載超過12名旅客之客輪，及
 - 2)油輪、化學品船、石油氣船、散裝船及超過500總噸以上之載貨高速航具。
- 適用於2002年7月1日生效之超過500總噸之所有其他貨船及機動離岸鑽探設施。

本保險在任何情況下均不承保載運保險標的之船舶未經國際船舶安全管理章程認證，或其船東或營運人未持有符合該章程之證書所引起之滅失、毀損或費用，然以被保險人於保險標的裝船時已知或依通常業務程序應已知悉下列二情況之一者為限：

- (a) 該船舶未依國際船舶安全管理章程規定為認證。
- (b) 或其船東或營運人未持有依修正後之1974年國際海上人命安全公約所要求之有效符合證書。

本除外規定不適用於本保險已轉讓給依具拘束力之契約而善意購買或同意購買被保險標的之求償人。

國際安全管理條款(B) Cargo ISM Endorsement

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:-

- (a) Either that such vessel was not certified in accordance with the ISM Code.
- (b) Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

本保險在任何情況下均不承保載運保險標的之船舶未經國際船舶安全管理章程認證，或其船東或營運人未持有符合該章程之證書所引起之滅失、毀損或費用，然以被保險人於保險標的裝船時已知或依通常業務程序應已知悉下列二情況之一者為限：

- (a) 該船舶未依國際船舶安全管理章程規定為認證。
- (b) 或其船東或營運人未持有依修正後之1974年國際海上人命安全公約所要求之有效符合證書。

本除外規定不適用於本保險已轉讓給依具拘束力之契約而善意購買或同意購買被保險標的之求償人。

看護、監管及控管條款 Care, Custody and Control Clause

This insurance extends to cover lawful property of others, excluding fixed assets, which falls within the scope of the goods insured, while in the Assured's care, custody and control for which the insured may be legally obligated to pay as damage because of damage to or destruction of property arising out of perils insured against. It is a condition precedent of this insurance that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

本保險擴大承保處於被保險貨物範圍內之其他人法律上之財產，包括固定資產，於被保險人看護、監管及控管時，因承保風險所致對該財產之損害或毀壞而被保險人依法負責支付之損害賠償。本保險不應為任何運送人或受託人之直接或間接利益為承保為本保險之前提要件。

貨物保險關稅條款 Cargo Insurance Duty Clause

Subject to the conditions of the Policy, this Company is liable to pay partial loss sustained on duty imposed on the goods insured hereunder and also to pay total loss if the goods are totally lost after duty is paid. In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty. In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter. The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

於適用本保單各條款規定之前提下，本公司負責賠付課以遭受分損之被保險貨物之關稅，且亦賠付已支付關稅後貨物為全損之關稅。如本保單所載之關稅投保金額，超過貨物以完好狀態抵達所載最後卸貨港之相關規定所課以之全部關稅，本保險公司之責任，不應超過實際損失之關稅數額。如關稅投保金額低於前述關稅全部數額，本保險公司責任不應超過前者相對於後者之所受關稅損失之比例部分。若被保險人將貨物提交給海關當局，一經保險人選擇，因而減少之關稅數額，亦應從本保險公司應負責之損失賠付中扣減。

隱藏性損失條款 Concealed Damage Clause

This policy covers any concealed loss of or damage to the goods hereby insured which has been caused by the perils insured during the ordinary course of transit but cannot be found from the external appearance of the original package, provided that such loss or damage shall be reported to this company as soon as it is found upon unpacking the package but not later than (as agreed) days after arrival of the goods at final destination.

In no case shall this company be liable to pay any loss or damage occurring after the expiry of the coverage stated in this policy.

This Concealed Damage Clause shall only apply to import shipments.

本保險單承保保險標的於正常運送過程中，因保險事故所致，但從包裝外觀無法察覺之隱藏性損失，然被險人必須於拆箱發現時損失時立即通知保險人，且至遲不得超過抵達最後目的地之後_____天。

於本保單所載承保屆滿後所生之滅失或毀損，本保險公司不負任何責任。本隱藏性損失條款僅適用於進口貨載。

貨櫃條款 Container Clause

Where cargo, insured hereunder, is carried in containers, it is agreed, as between the Assured and Underwriters, that the seaworthiness and/or cargo worthiness of the container is hereby admitted.

It is further agreed that to the extent that cover for shortage is provided hereunder, claims for shortage from a sealed container shall not be invalidated by the fact that seals appear intact upon arrival.

Shortage in this context shall be determined as the difference between the number of packages loaded or alleged to have been loaded per the shippers or suppliers invoice or packing list and certificate of weight and the tally made by the Assured and/or their agents of packages removed at the time the container is unloaded.

本保單所承保之貨物裝運於貨櫃內，被保險人及保險人謹此同意，承認該貨櫃具有適航性及或貨物適載性。

謹再同意，就本保單所提供之短少承保範圍，一上封貨櫃之短少求償不應受到該封條於抵達時明顯完好之影響。

本文之短少應由裝載件數或依託運人或供貨人發票或裝貨單及重量證明及被保險人及其代理人於將貨物從該貨櫃移出時所進行之理貨所載件數間之差異為決定。

偶發事故保險條款 Contingency Insurance Clause

The goods described in this Policy are insured subject to the conditions of this Policy against the risks specified, but this insurance covers seller's interest only.

Claims in respect to loss or damage to the goods shall be payable hereunder only if and to the extent that the buyer fails to pay for such lost or damaged goods.

This Company to be subrogated to the Assured's rights against the buyer as well as other parties.

Any assignment of this Policy or of any interest or claim hereunder shall discharge this Company from all liability whatsoever.

本保單所載貨物依所載條件及危險事故承保，然僅限於承保賣方之利益。

有關貨物減失或毀損之求償僅限於買方未能支付該減失或毀損貨物之部份。

本保險人得代位被保險人向賣方及其他人為請求之權利。

本保單或任何利益或求償之任何轉讓，本保險公司所有責任即行解除。

貨幣條款 Currency Clause

In case of loss, the exchange rate for the settlement will be based on the on board date for transit risk and date of loss for storage risk.

於損失發生時，理賠之兌換率應基於運送風險上船日及儲放風險之損失日。

網路條款闡明協議 Cyber Clause Clarification Agreement

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of the property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- A. Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from a impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

本協議所承保之財產損害係指對實質財產之物理上損害。

對實質財產之物理上損害不應包括對資料或軟體之損害，特別是因原始結構之刪除、毀壞或變形所致對任何資料、軟體或電腦程式之任何不利改變。

本協議除外不保下列事項：

- A. 資料或軟體之滅失或毀損，特別當資料、軟體或電腦程式的任何不利變動係因於原始結構之刪除、毀壞或變形，及任何因此造成之營業中斷損失。無論本除外條款規定為何，資料或軟體之滅失或毀損係因保險事故造成標的本體毀損直接所致者，仍予以承保。
- B. 資料、軟體或電腦程式之功能、堪用程度、應用範圍或便利性受損所造成之毀損或滅失，及任何因此造成之營業中斷損失。

延遲拆箱條款 Deferred Unpacking Clause

It is understood and agreed that in respect of shipments insured hereunder the Assured shall be allowed a period of up to (as agreed) days after arrival of the insured interests at the final destination, to open packaging, examine contents and arrange for survey in the event of the discovery of loss or damage, provided however that loss of or damage so discovered can be reasonably attributed to having occurred in transit and was caused by perils insured under this policy.

Further provided that if the packing of the subject-matter insured showing signs of external damage, wetting or staining upon arrival must be opened immediately and all possible steps taken to minimize damage.

This Deferred Unpacking Clause shall only apply to import shipments.

謹此瞭解並同意，有關本保險之被保險貨載，允許被保險於被保險標的抵達最後目的地後不超過_____天才拆箱，檢查內容物，並於發現滅失或毀損時，安排公證，然以該發現之滅失或毀損可合理歸因於運送途中發生且為本保單所承保之風險所致。

再者，如保險標的之包裝外表於抵達時已顯示有毀損、潮濕或污染，即應立即拆箱並採行所有可能減輕損害之措施。

本延遲拆箱條款僅適用於進口貨載。

錯誤及疏失條款 Errors and Omissions Clause

Assured shall not be prejudiced by any unintentional delay or omission in the reporting or any unintentional error in the amount or description of the Interest, Vessel or Voyage, or if the subject matter of the Insurance be shipped by any other vessel, if notice be given to Underwrites as soon as practicable after said facts become known to the Assured and/or deficiency of premium, if any, made good.

任何非故意遲延或任何報告上之疏失或有關保險利益之金額、船舶或航次說明任何非故意性錯誤，或如保險標的裝載上任何其他船舶，於被保險人一知曉該事實後，儘速通知保險人及支付任何額外保費時，得仍予以補償。

濕損不賠條款 Excluding Wet Damage (1)

Excluding any wet damage rust oxidation and/or discoloration howsoever caused if shipped by open top or flat rack containers.

如裝載於開頂貨櫃或平板貨櫃，除外不保任何原因所致之溼損、生鏽、氧化及或變色。

濕損不賠條款 Excluding Wet Damage (2)

Excluding any wet damage rust oxidation and/or discoloration howsoever caused.

除外不保任何原因所致之溼損、生鏽、氧化及或變色。

淡水濕損條款 Fresh Water Damage Clause

To cover loss or damage directly caused by rain and/or fresh water, but not claim to attach hereto unless packages show external signs of such damage to contents, and notice of loss is given immediately upon the expiry of this policy.

Warranted that no claim shall be paid under this policy unless supported by a survey report issued by a surveyor appointed or approved by the Company's agent at destination.

承保雨水及或淡水直接所致之滅失或毀損，然除外包裝有明顯損及內容物之痕跡，及於本保單屆滿前立即將該損失為通知者外，否則不予賠償。

擔保除本公司於目的地之代理人指派或認可之公證人所簽發之公證報告支持該損失，否則不予賠償。

從賣方倉庫至買方倉庫 – 被保險人具保險利益 From Seller's Warehouse to Buyer's Warehouse Subject to Assured's Having Insurable Interest

From seller's/shipper's/assured's warehouse in (as agreed) to Buyer's/consignee's/assured's warehouse in (as agreed) subject to Assured's having insurable interest.

於被保險人具保險利益的前提下，承保賣方/託運人/被保險人位於_____之倉庫至買方/受貨人/被保險人位於_____之倉庫。

全部價值通報條款 Full Value Reporting Clause

If the total value at risk on any one vessel or aircraft or conveyance or at any one location at any time exceeds the applicable limit of liability provided by this Policy, then subject to the Assured declaring the total value at risk, Underwriters shall be liable for the full amount of any insured loss up to but not exceeding the Policy limit of liability.

Nothing in this clause shall be taken to alter or increase the Underwriters limit liability as set out herein.

如於任一船上或飛航器或運送載具或於任一處所於任何時間之總風險價值超過本保單所提供之責任限額，則於被保險人應通報總風險價值之情況下，保險人應付則任何投保損失之全部金額，但不得超過本保單責任限額為限。

本條款不可視為修改或增加保險人於本保單所規定之應負責任。

共同海損條款 General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the subject-matter insured shall be deemed to be insured for its full contributory value.

General average deposits shall be payable on production of general average deposit receipts.

本保險承保依運送契約及或有關適用法律與慣例(或如無運送契約，則依照外國理算報告或依約克安特衛普規則)所理算或認定之共同海損與救助費用，其發生係為避免或與避免除保單所規定之除外不保事項外之任何原因所致之損失。

為求償共同海損犧牲及救助費用分擔之目的，被保險標的之保險金額應視為共同海損犧牲之分擔價值。

共同海損現金保證金於提出共同海損現金保證金收據時，即予以支付。

自行運送物品條款 Hand Carried Goods Clause-All Risks

This insurance is extended to cover goods carried by the Assured &/or Assured's employees from any place in the world to the any place in the world against ICC(A / Air).

Excluding shipment to/from U.S. Prohibited or United Nations Sanctioned Countries.

本保單以協會貨物條款(A)及航空運送條款(A)擴大承保被保險人或其受雇人自全球任何地點自行運送貨物之風險。

然進出美國政府所禁止或聯合國所制裁國家之貨載除外。

高速公路運輸條款 Highway Transportation Clause

Risks attach from the time the goods are loaded on the carrying motor truck at the place as named in the policy, for the commencement of the transit and continue in due course of transportation until safe arrival of the carrying motor truck at depot, station, store or consignee's warehouse at the destination named in the policy.

This insurance covers loss or damage caused by breakdown of highway, tunnels &/or bridge and fire, earthquake, windstorm, flood, lightning, explosion, overturning &/or collision of the carrying motor truck and including the risk of fire whilst in transit &/or awaiting delivery (while in the custody of a common carrier) at highway depots, station, garage &/or platforms incidental to transportation, but such risk of fire not to continue for a period longer than (as agreed) days at any one point.

Warranted, free from loss or damage resulting from rain, hail, snow, theft, piracy, robbery, riot, civil commotion, brigandage and war risk. Excluding the risks of delay &/or deterioration.

本保單風險承保自貨物於本保單所載地點裝上運載卡車，開始運送並於整個運輸過程，以迄運載卡車安全抵達本保單所載目的地之倉庫、車站、倉儲或受貨人倉庫。

本保險承保被保險貨物因公路、隧道、橋樑發生崩潰及火災、地震、暴風、水災、閃電、爆炸、運輸工具之翻覆、運輸工具之意外碰撞且包含運送途中及/或於公路站埠，車庫及運輸相關月台上等待交付時(當時仍屬一般運送人管領下)之火災風險，但承保此火災風險，上述任何一定點以不超過____天為限。

擔保不賠因雨水、冰雹、降雪、偷竊、海盜、搶劫、騷動、民眾騷擾、強盜及戰爭所致毀損或損失。遲延及或變質損壞風險亦除外不保。

高速公路運輸條款(全險) Highway Transportation Clause(All Risks)

This insurance attaches from the time the insured interest is loaded on the carrying motor vehicle at the place named in the policy to the commencement of transit, and is continuous in due course of transportation until safe arrival of the carrying motor truck at the depot, station, store or the consignee's warehouse at the destination named in the policy but not for a period longer than (as agreed) days.

This insurance covers against all risks of physical loss of or damage to the insured interest from any external cause, but shall in no case be deemed to extend to include loss of or damage to the insured interest proximately caused by delay or inherent vice or nature or gradual deterioration.

This insurance excludes loss or damage resulting from war risks, and theft by any person or persons in the Assured's service or employment.

本保單風險承保自貨物於本保單所載地點裝上運載卡車，開始運送並於整個運輸過程，以迄運載卡車安全抵達本保單所載目的地之倉庫、車站、倉儲或受貨人倉庫，上述任何一定點以不超過____天為限。

本保險承保被保險標的因任何外來意外事故所致之實質毀損或損失，然任何情況下均不應被視為承保因延遲或固有瑕疵或本質或逐漸變質主力近因所致被保險標的之滅失或毀損。

本保險除外不保戰爭風險及服務被保險人或受其僱用之任何人之偷竊行為所致之滅失或毀損。

內陸運輸條款 Inland Transit Special Agreement

Hereby this Policy agrees and declares that the Insured shall request the inland carriers, upon receipt of the insured interests/cargos, who shall be sound equipped with any burglary protection and anti-robbery countermeasures in their transportation vehicles while transit. Provided that there is any temporary storage need, the inland carriers shall keep the insured interests/cargos in the closed building or fenced car park under lock and key with 24 hours security and/or guard watch. The Company (Insurer) is not liable for any burglary/theft/robbery losses and damages arising out of the unattended vehicles parking on the roadside or failing to comply with the above-mentioned requirements.

本保單謹此同意並聲明，被保險人應要求內陸運送人，於收到被保險利益或貨物後，對於運輸工具或裝載保險標的之載具應有完善之防竊盜措施，如有暫存放之必要，並應加鎖存放於24小時保全或警衛看管之密閉建築物或設有圍籬之停車場內；若停放於路邊無人看管或無前述規範之建築物/停車場內，保險標的因而失竊、竊盜或遭搶所致之損失，本公司不負賠償之責。

包括裝卸風險條款 Including Loading and Unloading-Named Perils

Including loading and unloading, but only cover the loss of the insured interest caused by the whole package fallen down to the ground due to the rough handling of the workman or forklift in operation.

A deductible of (as agreed)% of loss amount but at least NT\$(as agreed) should be applied to each loading and unloading loss.

“loading” means a continuous act of moving the insured interest from the ground onto the conveyance by manhandling or forklift.

“unloading” means a continuous act of moving the insured interest from the conveyance down to the ground by manhandling or forklift.

承保裝卸風險，然僅承保因裝卸工人或堆高機操作不慎，致整件保險標的物摔落地面之損失。

任一裝貨或卸貨損失之自負額為損失金額之_____%，但至少不低於_____元。

“裝貨”係指以人力或堆高機將保險標的由地面移至運輸工具之連續動作。

“卸貨”係指以人力或堆高機將保險標的由運輸工具移至地面之連續動作。

內陸武裝保全條款(含自負額) Inland Armed Security Guard Clause (With A Deductible)

Warranted the subject-matter insured be escorted by armed security guard during inland transportation to/from port/airport from/to the nominated warehouse. Any one loss, if any, arising from robbery、holdup & theft should be subject to a deductible of (as agreed) of the insured amount.

謹此擔保，保險標的於港口/機場與所列名之倉庫間往返之內陸運送期間應有武裝保全押運。任何搶劫或偷竊所致之任一損失(如有)之自負額為保險金額的_____%。

內陸武裝警衛條款(含自負額及限額) Inland Armed Security Guard Clause (With Deductible & Limit)

Warranted the subject-matter insured be escorted by armed security guard during inland transportation to/from port/airport from/to the nominated warehouse. Any one loss, if any, arising from robbery, holdup & theft should be subject to a deductible of (as agreed) of the insured amount and in no event shall the Underwriter's liability exceed (as agreed).

謹此擔保，保險標的於港口/機場與所列名之倉庫間往返之內陸運送期間應有武裝保全押運。任何搶劫或偷竊所致之任一損失(如有)之自負額為保險金額的____%，且於任何情況下，保險人責任不應超過____元。

包括吊運條款 Including Hoisting

Including Hoisting. A deductible of (as agreed)% of loss amount but at least NT\$(as agreed) should be applied to each hoisting loss.

“Hoisting” means a continuous act of moving the insured interest from the ground to the conveyance or a higher place, or from a higher place to the conveyance or the ground by crane.

承保吊運風險。每一吊運損失所應適用之自負額為損失金額的____%，然最低為新台幣____。

“吊運”係指將承保標的以吊車從地面移至運輸工具或較高位置或從較高位置移往運輸公約或地面之連續搬動作為。

包括吊運風險條款 Including Hoisting-Named Perils

Including hoisting, but nevertheless, only cover the loss of the insured interest caused by the whole package fallen down to the ground at the time of hoisting due to the rough handling of the crane in operation.

A deductible of (as agreed)% of loss amount but at least NT\$(as agreed) should be applied to each hoisting loss.

“Hoisting” means a continuous act of moving the insured interest from the ground to the conveyance or a higher place, or from a higher place to the conveyance or the ground by crane.

承保吊運風險，然僅承保吊車作業期間之粗心操作，致整件包裝貨物摔落地面所致承保標的之損失。

每一吊運損失所應適用之自負額為損失金額的____%，然最低為新台幣____。

“吊運”係指將承保標的以吊車從地面移至運輸工具或較高位置或從較高位置移往運輸公約或地面之連續搬動作為。

吊運風險條款(全險) Hoisting Risks Clause (All Risks)

Against all risks of physical loss and/or damage from any external cause. Cover accidental damage to the equipment arising out of the hoisting operation but excludes any loss caused by the infidelity of employees of the Insured or their sub-contractors or persons to whom the property insured is on trusted.

Warranted that hoisting operation to be carried out by professional contractor/crane operator.

Excluding any loss of or damage occasioned by the weight of a load exceeding the lifting capacity of the hoisting machine.

承保任何外來原因所致之實體滅失或毀損。承保吊運作業所致對設備之意外毀損，然除外不保被保險人之受雇人或其履行輔助人或被保險標的受託之人之不誠信行為所致之任何損失。

擔保吊運作業應由專業承攬人或吊車操作手操作。

任何因吊運重量超過吊運機具之起重量所致之損失除外不保。

協會條款變更條款 Institute Clauses

The Institute Clauses referred to herein are those current at the inception of this Contract but should such Clauses be revised during the period of this Contract, and provided that Underwriters shall have given at least 30 days' notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

當本保單起保當時所約定之協會條款，於本契約期間，其內容有所變動時，保險人須於30 天前發出通知，於前述天數期滿後條款變更始生效力。

不誠實附加條款 Infidelity Clause

Excluding infidelity of the Assured, their employees and their agents whether occurring during normal working hours or not.

不承保因被保險人、其受雇人或代理人之不誠實行為所致之損失，不論損失係發生於正常工作時間或非正常工作時間。

碼頭公證條款 Jetty Clause

It is a condition of this insurance that any loss or damage by (theft pilferage and/or non-delivery, breakage and/or bending and/or denting and rust) claimable hereunder must be surveyed by a surveyor appointed by this Company's Agents stated in this Policy prior to removal of the goods from the Customs at the port of destination, and in no event shall this Company be liable for any loss or damage specified above occurred or found after the said survey.

依本保單可求得償之偷竊、盜竊、短交、破損、彎曲、凹損及銹損所致之滅失或毀損，其求償前提是，於貨物移出目的港海關倉庫前，必須經由本保單上所載之本公司代理人所指派之公證人予以公證，對於前述公證當時或之後已發現之任何滅失或毀損，本保險公司均不負賠償責任。

標籤條款 Label Clause

In the event of a claim resulting in damage to labels or wrappers only, Assurers liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall Assurers be liable for more than the insured value of the damaged merchandise.

如某求償造成標籤或包裝受損時，保險人責任僅限於足夠支付全新標籤集包裝之費用及貨物重新包裝之費用，且任何情況下，保險人責任均不超過受損商品保險金額。

家畜條款 Livestock Clause

This policy covers risk of death or mortality from any cause arising (except resulting from being in a parturient condition), including destruction in the interests of humanity when suffering from fractured limbs, risks of jettison and washing overboard, theft, general average, and special charges (including maintenance through vessel putting into a port of refuge or distress).

The stock to be covered for twenty-four hours after arrival at ultimate destination as stated in policy or until previous arrival in quarantine.

Animals to be in a good state of health at commencement of risk. With liberty to be shipped on deck but exercised only under control.

Risks of injury from any cause whatever, inoculation and its after effects, prohibition of import, failure to pass tests, or slaughter by Authorities through infectious diseases are absolutely excluded.

Claims subject to confirmation by a responsible official giving particulars and apparent cause of death.

本保險單承保任何原因(分娩所致者除外)所致死亡，包括因斷肢而銷毀，投棄及浪衝下船、偷竊、共同海損及特別費用(包括船舶進避難港或遇難港後之維護費用)。

於到達保單所載最終目的地或到達之前之檢疫點後之24小時內，該家畜應予以覆蓋。

開始起保時，動物應為良好健康狀態。裝載於甲板上不負責任，但以可為控管者為限。

任何因接種，及接種後之效果、禁止進口、未通過檢測，或因傳染病遭管理當局撲殺所致的損害皆不在承保範圍內。求償應依據權責官署提供特別或明確死亡原因之確認書。

機器條款 Machinery Clause

On shipments of machinery or other manufactured products, consisting when complete for sale or use of several parts, the liability of the Insurer is limited to the insured value of the part or parts lost or damaged, or at the Assured's option, the cost and expense of replacing, duplicating, assembling and repairing the lost or damaged part or parts (including forwarding charges via vessel and/or air) and labor and installation charges necessary or restore the damaged machine or product to its condition at time of shipment.

貨載為機器或其他製造設備，且係整組出售或數套零件一起使用時，保險人之賠償責任僅限於該毀損或滅失之零組件之保險金額，或如被保險人選擇，以重置、再製、組裝及修復該毀損或滅失之零組件之成本及費用(包含經由海運及/或空運運送之轉運費)及必需之人工及組裝費用或回復該機器或製造設備至其裝船時之原狀為賠償。

機械設備條款 Machinery Clause

In case of loss or damage to any part of a machine or other article, consisting when complete for sale or use of several parts, Underwriters (if liable therefor under the terms of this insurance) shall only be liable for the proportion of the insured value applicable to the part or parts lost or damaged or, at the Assured's option, for the cost and expense of replacing, the part or parts lost or damaged (including forwarding charges) and labour and installation charges necessary to restore the damages machine or article to its condition at time of shipment.

機器或其他物件係整組出售或數套零件一起出售或使用，而其任何零組件受有滅失或毀損，保險人之賠償責任(依本保險規定如應負責)僅限於該毀損或滅失之零組件之保險金額，或如被保險人選擇，以重置該毀損或滅失之零組件之成本及費用(包含運輸費用)及為回復該機器或製造設備至其裝船時之原狀所需之人工及組裝費用。

機械或電子錯亂除外條款 Mechanical and/or Electrical Derangement Clause

Excluding electronics, electrical & mechanical derangement and all breakdown unless caused by insured perils- apply to machinery.

除非損失係適用於機器之承保危險所致，所有因電子、電器或機械之錯亂或其他故障所引起之損失，均除外不保。

不明遺失條款 Mysterious Disappearance Clause

Underwriters shall not be liable for any loss, other than for non-delivery, that Constitutes a mysterious disappearance or unexplained shortages and losses, discovered upon taking inventory.

除未能送達外，保險人不負責因不明原因之遺失、無法解釋之短少及損失，及盤點無法發現之所致之損失。

甲板裝載條款 On Deck Clause

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the interest hereby insured or any part thereof being carried on deck, whether by the exercise of a liberty granted to shipowners or charterers under the contract of affreightment or not, the conditions on such deckload shall be subject to Institute Cargo Clauses (C), including the risks of Jettison & Washing Overboard, as from the commencement of this insurance.

無論本保單是否另有相反規定，謹此特別諒解並同意，保險標的或任何部份貨物如有裝載於甲板上，無論其是否為船舶所有人或租傭船人依運送契約所賦予之自由權，自本保單起保時起，有關該甲板裝載應適用協會貨物保險(C)條款，包含投棄及浪衝下海風險。

甲板裝載附加條款 On Deck Clause

In the even of this interests hereby insured or any part which being carried on deck, whether by the exercise of a liberty granted to shipowners or charterers under the contract of affreightment or not, are insured hereunder subject however to Institute Cargo Clause (C) only, unless prior notice has been given to and accepted by Assurer.

This clause does not apply to container shipments.

於保險標的或其任何部分被裝載於甲板上，無論其是否依運送契約所賦予船舶所有人或租傭船人之自由權之行使，一概以協會貨物條款(C)予以承保，然事先通知並徵得保險人之同意者不在此限。

本條款不適用於貨櫃運送。

開頂貨櫃/平板貨櫃/甲板裝載條款 Open Top/Flat Container/On Deck Clause

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the interest hereby insured or any part thereof being carried on open top or flat container or on deck, whether by the exercise of a liberty granted to shipowners or charterers under the contract of affreightment or not, the conditions shall be subject to Institute Cargo Clauses (C) as from the commencement of this insurance.

無論本保單是否另有相反規定，謹此特別諒解並同意，保險標的或任何部份貨物如有裝載於開頂貨櫃或平板貨櫃或甲板上時，無論其是否為船舶所有人或租備船人依運送契約所賦予之自由權，自本保單起保時起，有關該甲板裝載應適用協會貨物保險(C)條款。

開頂櫃/平板櫃運送條款 Open-Top &/or Flat Container Shipments Clause

It is hereby understood and agreed that the insured goods loaded on open-top &/or flat container are insured at the same conditions but excluding R.O.D. howsoever caused.

謹此諒解並同意，被保險貨物裝載於開頂貨櫃或平板貨櫃仍以相同條件予以承保，然任何原因所引起之生鏽、氧化及變色除外。

包裝條款 Packing Clause

Notwithstanding anything contained herein to the contrary it is agreed that where packing or preparation is undertaken by the Assured or their sub-contractors, Underwriters shall accept such packing or preparation as sufficient or suitable to protect the subject-matter insured against loss or damage and further agree to waive rights of subrogation against the Assured or their sub-contractor, where such waiver is given by the Assured to their sub-contractor.

無論本保單是否有任何相反規定，謹此同意，由被保險人或其次承包商為包裝或整備時，保險人應接受該包裝或整備已能充分或適宜提供保險標的減失或毀損之防護，且保險人進一步同意放棄對被保險人或其次承包商主張保險代位之權利。

成對成組貨物條款 Pair & Set Clause

Where any insured item consists of articles in a pair or set this Policy is not to pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set; nor more than a proportionate part of the insured value of the pair or set.

於保險標的係由成對成組的物件所組成時，本保單賠付金額不應超過該受損物件之價值，不考慮受損物件對該對或該組之特殊價值，亦不超過依一對或一組之保險金額比例計算之金額。

郵包條款 Parcel Post Clause

Notwithstanding anything to the contrary contained in this policy, this insurance attaches from the time of issue of the Post Office Receipt and expires upon delivery to the addressee at the final destination as named in the policy.

It is hereby agreed that no claim is recoverable from this insurance unless a Receipt for the registered parcel and written proof of loss is obtained from the Post Office and notice of survey has been given to the Underwriter's Agents located at the destination named in the policy before taking delivery of the parcels.

Warranted free from claim for loss or damage proved to be due to incorrect and/or ambiguous and/or insufficient description of the address on the package and also for loss or damage resulting from disposal by the postal authorities owing either to their being unable to deliver the interest, or to the addressee's refusal to accept the interest.

無論本保單是否有任何相關規定，本保險於郵局簽發收據之時起保，並於寄送至本保單所載最後目的地之地址時屆滿。

謹此協議，除有掛號包裹之收據，且自郵局處取得書面損失證明，並於包裹提領前已通知本保單所載目的地之保險人代理人進行公證，否則不得依本保單求償。

擔保不賠經證明滅失或毀損係因包裝地址說明之不正確、不清楚或不充分，且係因郵局處置該無法遞送該物件或收件人拒絕接受該物件所致之滅失或毀損。

郵包保險-全險 Parcel Post Insurance - All Risks

The liability of this Company to commence from the time of registration until delivery of the packages at destination.

Against all risks of physical loss or damage from any external cause whatsoever irrespective of percentage. Including the risks of Theft, Pilferage & Non-delivery subject to the following clauses:

- A. It is hereby agreed that this policy covers the risk of Theft &/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Post Office &/or Underwriter's Agent at the place of destination before taking delivery of the packages insured and a written proof of shortage obtained.
- B. It is hereby agreed that this policy covers the risk of Non-delivery of an entire package for which the liability of the Post Office or other carrier is limited reduced or negative by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Post Office or other carriers in respect of such losses (less cost of recovery if any) up to amount paid by them in respect of the loss. In case of loss or damage under this policy claim must be immediately filed in writing against the Post Office or other carrier, and a copy thereof and of the reply thereto must accompany any claim presented under this Policy.

Post office Receipt for the Registered Parcel Post will be required as proof in case of claim.

本公司責任自掛號時開始，以迄於目的地為包裹寄達為止。

承保任何外來因素所致實體滅失或毀損之所有風險，不計百分比。於適用下列事項之情況下，包括偷竊、盜竊及未能送達風險：

- A. 謹此同意，本保單承保偷竊及盜竊風險。除公證通知於被保險包裹於提領前已通知目的地郵局及保險人代理人，且取得書面短少證明，否則不負損失賠償責任。
- B. 謹此同意，本保單承保整件包裹之未能送達風險，而該未能送達係郵局或其他運送人基於貨物價值而得依運送契約減低或否認而限制其責任者。

保險人有權主張自郵局或其他運送人就有關該損失追償所得之任何款項(扣除追償費用後)，然不得超過其所支付有關該損失之金額。於本保單所承保之滅失或毀損發生時，應立即向郵局或其他運送人提出書面求償，該書面求償副本及任何答覆應隨同其他本保單求償所需文件一併提出。於求償時，需要掛號包裹之郵局收據作為證明。

郵包保險-全險 Parcel Post Insurance - All Risks

The liability of this Company to commence from the time of registration until delivery of the packages at destination. Delivery to either the addressee or final consignee if these parties be different shall constitute delivery within the terms of this policy. Warranted signature on Post Office Receipt Forms and delivery with seals intact shall be deemed proof of safe.

Against all risks of physical loss or damage from any external cause irrespective of percentage, but in no case shall this insurance be deemed to cover loss of market, inherent vice or nature of the subject matter insured, confiscation, detention, condemnation or destruction by Customs Postal or any other lawful authority on the grounds of illegality, misdescription, misdeclaration or misvaluation.

Including the risks of Theft, Pilferage & Non-delivery subject to the following clauses :

- A. It is hereby agreed that this policy covers the risk of Theft and /or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Post Office and/or Underwriters Agents at the place of destination before taking delivery of the packages insured and a written proof of shortage obtained.
- B. This is hereby agreed that this policy covers the risk of Non-delivery of an entire package for which the liability of the Post Office or other carrier is limited reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Post Office or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

In case of loss or damage under this policy claim must be immediately filed in writing against the Post Office or other carriers, and a copy thereof and of the reply thereto must accompany any claim presented under this policy.

本公司責任自掛號時開始，以迄於目的地為包裹寄達為止。交貨給收件人或最後受貨人(兩者為不同人時)應構成本保單所規定之交貨。擔保郵局收據格式應簽具且交貨時封存完整應視為安全之證明。

承保任何外來因素所致實體減失或毀損之所有風險，不計百分比，然本保險無論如何均不被視為承保市場損失、隱有瑕疵、被保險標的之本質、海關郵局或任何其他法律機關基於非法、不實說明、不實申報或不實報價等理由而予以沒收、拘留或銷毀。

於適用下列事項之情況下，包括偷竊、盜竊及未能送達風險：

- A. 謹此同意，本保單承保偷竊及盜竊風險，不計百分比。除公證通知於被保險包裹於提領前已通知目的地郵局及保險人代理人，且取得書面短少證明，否則不負損失賠償責任。
- B. 謹此同意，本保單承保整件包裹之未能送達風險，而該未能送達係郵局或其他運送人基於貨物價值而得依運送契約減低或否認而限制其責任者。

保險人有權主張自郵局或其他運送人就有關該損失追償所得之任何款項(扣除追償費用後)，然不得超過其所支付有關該損失之金額。

於本保單所承保之減失或毀損發生時，應立即向郵局或其他運送人提出書面求償，該書面求償副本及任何答覆應隨同其他本保單求償所需文件一併提出。

暫付款條款 Payment on Account Clause

These Assurers agree that where the claim circumstances submitted demonstrate that only the quantum of the claim is to be agreed, a payment on account will be made equal to the lower of the amounts.

保險人謹此同意，所提出之求償狀況指出，僅求償金額多寡尚待確定時，保險人同意先暫時賠付較低的賠償金額。

利潤佣金條款 Profit Commission Clause

It is agreed that Underwriters shall allow a profit commission xx% on the actual profit achieved for the policy year commencing mm/dd/yy. Such Profit Commission shall be calculated in accordance with the following formula, but not before xx months after the expiry of the period to which this Profit Commission is applicable.

CREDIT

xx% of the Gross premiums (after deductions of any returns) received by Underwriters within xx months after the expiry of the applicable policy year

DEBIT

Claims paid (after any refunds), and expenses incurred, less salvages and recoveries received

1. Outstanding losses advised (Underwriters' estimates where applicable)
2. Debit balance if carried forward from previous years' Profit Commission statements

In the event of the statement showing an excess of Debit over credit such remaining Debit shall be brought into the statement of the ensuing period or periods until a net Profit is restored, but not beyond the statement for the xx annual period from which the loss occurred. If the total of the credit items exceed the total of the debit items, the Difference shall represent the Profit on which the Profit Commission is calculated.

The Profit Commission shall be subject to readjust in the event of change to the figures on which Profit Commission was calculated.

謹此同意，保險人容許於____日起保之保險年度所獲得之實際利潤____%之利潤佣金。該利潤佣金應依照下列公式計算之，然不應於該利潤佣金期間屆滿後之____月以前。

貸方

保險人於相關保險年度屆滿後之____月內期間所收到之總保費之____%(扣減任何保費退款後)

借方

所支付之求償(扣減任何退款後)、所生費用，扣除殘值及所收到的追償款

1. 所通知之未結損失(於適用時，得由保險人估計)
2. 借方餘額，如從前一保險年度利潤佣金借貸報表持續計算而來。

如借貸報表顯示借方超過貸方者，借方餘額應帶入整個期間或數期間之借貸報表中，以回復至一淨利潤狀況，但不超過該借貸報表於該損失發生後之____年度期間。如貸方項目總額超過借方項目總額，其差額應代表本利潤佣金條款所計算之利潤。

於利潤佣金所計算之數值如有更動時，本利潤佣金應隨之重新調整。

利潤分享協議

Profit Sharing Agreement

Subject to continuation of this policy for the ensuing (as agreed) months after each (as agreed) months anniversary, the company agrees to return to the Assured a profit commission of (as agreed)% of the net ascertained profit in respect of this policy year.

The net ascertained profit shall be calculated by deducting the "debit" from the "credit" as follows:

CREDIT

(as agreed)% of gross marine premium less all return of premium.

DEBIT

- (1) All paid claims and related expenses less any salvage and recoveries occurring on salvage and recoveries occurring on shipments made during the policy year.
- (2) Underwriters' reserves for all claim outstanding and related expenses occurring on shipments made during the policy year.
- (3) Deficit, if any, brought forward from the previous year's profit commission calculation provided that no such deficit shall be carried forward from more than (as agreed) years.

An initial adjustment under this Profit Sharing Agreement shall be made on or about (as agreed) months following the policy year concerned. Subsequent additional adjustments shall be made with respect to each policy year on or about the anniversary of each respective initial adjustment, which shall take into consideration claim payments or reserves and all recoveries received subsequent to the last adjustment.

Premiums losses reserves and recoveries as recorded in this Company's records shall be accepted by the Assured for the purpose of Profit Sharing Calculations.

No profit share shall be paid for the prior year following cancellation of this Policy.

於本保單持續期間之年度____月後之____個月期間，本保險公司同意退還被保險人有關該保險年度之淨確定利潤之利潤佣金____%。

該淨確定利潤應以下列貸方減借方之方式計算之：

貸方

扣減任何保費退款後之總保費之____%

借方

- (1) 所有支付之求償及相關費用，扣除於該保險年度內貨物所生之任何殘值及追償所得，
- (2) 保險人為該保險年度內之貨物所生所有未結求償及相關費用之準備金。
- (3) 借方餘額，如從前一保險年度利潤佣金借貸報表持續計算，然該借方餘額所由延續計算之利潤佣金借貸報表不得超過____年。

依本利潤分享協議之初步理算應於相關保險年度後大約____月間為之。後續額外的理算應於每一初步理算約滿一年後進行之，其應考量上次理算後之賠款支付或準備金及所有收到的追償款。

為本利潤分享計算之目的，被保險人應接受本保險公司所記錄之保費、損失、準備金及追償款資料。

本保單取消後之前一年度，不予利潤分享之支付。

製造過程條款 Process Clause

This insurance remains in full force whilst the subject-matter insured is under any process but in no case shall extend to cover loss or damage thereto solely caused by such process or resulting therefrom.

保險標的於任何生產過程中，本保險仍持續有效，然任何情況不擴大承保完全因該生產過程所致或因其而起之任何減失或毀損。

冷凍條款 Refrigeration Clause

It is specially understood and agreed that, whilst the interest is stowed in refrigeration container or refrigeration chambers of the vessel, this insurance is extended to cover all loss or damage caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or insulation for a period of at least (as agreed) consecutive hours, provided always:

That it is warranted by the Assured that the interest is in good condition at the commencement of the risk.

That no claim for loss and/or damage shall attach, unless, immediately on the first discovery of any loss and/or damage to or deterioration of any part of the interest hereby insured, notice shall have been given to the Underwriters, or their nearest Agent as designated in the policy, and arrangements made for survey and an amount of depreciation agreed to by them immediately on discharge and prior to the removal of the interest.

That claim shall be immediately filed in writing against the vessel or other carrier, a copy of which must accompany any claim presented under this insurance.

That the Underwriters to be credited with any compensation or allowance obtainable from the Shipowner in respect of average attaching hereto.

That the value to be made good in the case of the interest condemned on or after arrival shall in no case exceed the sound market value, less usual charges, or the insured value, whichever may be the smaller.

That no adjustment charges shall be incurred unless with the written consent of the Underwriters or their Agents who shall not be liable for survey fees other than those of their own surveyors.

謹此特別諒解並同意，於保險標的裝載於冷凍貨櫃或船舶之冷藏室時，本保險擴大承保因冷凍機器或設備或隔熱材料失能或故障連續_____小時以上所致之損失，然：

被保險人擔保貨物於風險開始時處於良好狀態。

一發生保險標的之任何部分有任何減失或毀損或腐爛時，立即通知保險人或保單上所載保險人最近的代理人，並安排公證，及於卸載或移除該標的前協議出減損金額，否則不賠付該減失或毀損之求償。

應立即以書面向船舶或其他運送人提出求償，該求償信函之副本應隨同本保單所提交之求償文件。

有關此一海損得向船舶所有人獲得之任何賠償或折價應由保險人享有。受損貨物於或到達後之補償價值，在任何情況下不應超過其完好市場價值扣除一般費用，或保險金額，以較少者為準。

除保險人或其代理人書面同意外，不應發生任何理算費用，且除使用保險人自己公證人外，不負責任何公證費用。

退運貨物條款 Returned Shipment Clause

Extend to cover return cargo at the same terms and conditions of this cover on residual value basis, but excluding loss or damage resulting from rejecting reasons.

同意退運貨物品以原保單條件予以擴大承保，並以其殘餘價值為保險金額，然除外不保因退運原因所致之減失或毀損。

殘餘物清除條款 Removal of Debris Clause (1)

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- (1) any expenses incurred in consequence of or to prevent or mitigate pollution liability therefore.
- (2) the cost of removal of cargo from any vessel or craft.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but be limited to a further (as agreed)% of the insured value of the goods lost or damaged.

於本保單可得求償之其他金額之外，本保單擴大承保被保險人為清除及處理被保險標的因承保風險所致毀損而生之殘餘物或其部分合理所生之額外費用，但絕對除外不保：

- (1) 為避免或減輕污染責任或其後果所生之任何費用。
- (2) 從任何船舶或航具上移除貨物費用。本條款所提供之賠償為本保單所提供之賠償以外之賠償，然應限於減失或受損貨物投保金額之_____%。

殘餘物清除條款 Debris Removal Clause (2)

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefore, the cost of removal of cargo from any vessel or craft.

In no case shall the insurers be liable under this Clause for more than (as agreed)% of the proportionate insured value under this policy of the subject-matter removed.

The coverage afforded hereunder shall not increase the Limits of Liability provided for hereunder.

於本保單可得求償之其他金額之外，本保單擴大承保被保險人為清除及處理被保險標的因承保風險所致毀損而生之殘餘物或其部分合理所生之額外費用，然絕對除外不保為避免或減輕污染或污損或其任何威脅或責任或其後果所生之任何費用，及從任何船舶或航具上移除貨物之費用。

任何情況下保險人依本條款不負責超過所清除之保險標的於本保單之投保金額比例部分之_____%。

本條款所提供之承保不應增加本保單所規定之責任限制。

殘餘物清除條款 Debris Removal Clause (3)

It is hereby agreed that expenses incurred in the removal of all debris of property insured hereunder which may be occasioned by loss caused by any of the perils insured against hereunder are recoverable up to the limit of (as agreed) each claim under this policy.

謹此同意，本保單所承保財物，因本保單任何承保風險所致損失而生之殘餘物移除所生之費用，於本保單每一求償不超過_____元限額下，得予以理賠。

樣品條款

Samples Clause (Sub-Limit US\$ _____ any one Conveyance or Location)

Coverage hereon is extended to include Samples, whilst anywhere in the World, in the care, custody or control of the Assured and/or their employees and/or their representatives.

Subject to a sub-limit of US\$ _____ any one Conveyance or Location.

本保單擴大承保，於被保險人及其受雇人或代表人所照護、監管或控管，位於全球各地的樣品。

適用每一運輸工具或每一處所 _____ 美元之限額。

賣方利益條款

Seller's Interest Clause

This Insurance is only to cover seller's interest on F.O.B., C&F, Ex Works or other or similar sales or deferred terms:-

The goods described in this policy are insured against risks specified but this extension covers sellers' interest only.

Claims in respect of loss and/or damage payable to the goods shall only be payable hereunder only if and to the extent that the buyer fails to pay or take up such lost and/or damaged goods, or if either party interrupts their transit or suspends the sale contract whilst the goods are in transit when this is reasonable to safeguard their interests.

The Insurers to be subrogated to the Insured's rights against the buyer as well as other parties. Any assignment of this insurance or of any interest or claim hereunder shall discharge the Insurers from all liability whatsoever.

This insurance not to be divulged to the buyer and/or his agents.

This insurance not to be deemed to be double insurance.

Excluding claims hereon by reason of government action and/or regulations preventing transfer of currency.

Warranted all necessary documents of importing insured interest into _____ are in order at the time of shipment.

Should the Insured become aware that the consignee has failed to take up the goods (in total or part) or documents or both or elects to interrupt the transit or sale and advise Insurers promptly, then this insurance is converted to a primary one subject to the contract terms and conditions on behalf of the Insured and shall remain in force, subject to an additional premium until such time as the goods are either:-

A) Finally taken up, or

B) Otherwise disposed of including reshipment back to the Insured's premises or otherwise.

本保單僅承保在 FOB、C&F、Ex Works 或其他類似貿易條件下之賣方利益。

本保單所載貨物依所載條件及危險事故承保，然僅限承保賣方利益。

有關貨物減失或毀損求償之賠付，僅限於買方未能支付或吸收該減失或受損貨物，或如貨物於運送途中為合理防護其利益而干擾運送或暫時中止買賣契約時之範圍，始予以賠付。

保險人代位取得被保險人得向買方及其他人得主張之權利。本保單或其上任何利益或求償之轉讓，本保險人所有責任均予以解除。

本保單不應洩漏給買方及其代理人。

本保單不應被視為重複保險。

為防止外匯流通之政府作為或規定所生之求償，除外不保。

擔保被保險標的輸入 _____ 之所有必要文件，於裝運時均已備就。

於被保險人知曉受貨物未能接收貨物(全部或一部)及或接收文件，或選擇干涉運送或買賣時，應立即通知保險人，則於代表被保險人適用買賣契約條件條款且應維持有效，本保單即轉換成首要地位，並於計收額外保險的情況下，續保至貨物以迄下列時間為止：

A) 最後接收，或

B) 其他處置，包括將被保險標的予以退運或其他方式。

賣方偶發利益條款 Seller's Interest Contingency Clause

Shipments sold by the Assured on F.O.B., F.A.S., Cost and Freight or similar terms whereby the Assured is not obligated to furnish ocean marine insurance, will be covered under this policy, subject to all its terms and conditions, from the time:

- (1) the buyer fails or refuses to accept the goods;
- (2) the buyer cancels the contract prior to arrival of the shipments at final warehouse; and/or
- (3) the Assured exercises a lien on the goods or interrupts their transit, or suspends the sale contract while the goods are in transit when this is reasonable to safeguard his interest.

Shipments insured under this clause will be valued at Assured's selling price as per the contract of sale.

In any such cases this insurance will cover during delay and/or return of the goods or until they are otherwise disposed of.

Warranted that this insurance is not to be disclosed to the buyer; and that it will not be deemed double insurance.

The Assured must use all reasonable and practical measures (including those which may be required by this Company), to prevent or minimize the loss and/or to enforce the sales contract.

被保險人係以 FOB、FAS、成本及運費或類似條件出售貨物，被保險人於此不負責投保海上保險時，於適用本保單條件條款之情況下，本保單於下列時間開始起保：

- (1) 買方無法或拒絕接受該貨物;
- (2) 買方於該貨物到達最終倉庫前解除買賣契約; 及或
- (3) 被保險人合理為保全運送中貨物之利益，而對該貨物行使留置權或中斷其運送或中止買賣契約。

本條款承保之貨載，以被保險人依買賣契約之出售價格為保險金額。

本保單於任何情況下，均承保遲延及貨物退運或以迄其他處置之期間。

本保單不應洩漏給買方及其代理人且本保單不應被視為重複保險。

被保險人應採取所有合理及可行的措施(包括本保險公司之要求)避免或減輕損失及主張買賣契約權力。

FOB 附加條款 F.O.B. Endorsement

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise sold on F.O.B., F.A.S., or similar terms whereby marine insurance is effected by the buyer. This insurance attaches from commencement of transit at the Assured's plant or other place of shipment and terminates when the Assured's interest ceases but not later than the time the goods and/or merchandise are laden on board the vessel, or at time of transfer of title, whichever shall first occur.

This insurance includes any lighter age, and for not exceeding twenty-one days while held at terminals, on wharves, piers, docks, quays, storage barges, boats and lighters while awaiting loading on board the vessel or held covered at an additional premium if required, provided prompt notice is given the Company.

This insurance, however, is not to attach as respects any goods and/or merchandise if, at the time of loss or damage, there is any other insurance which would attach if the coverage provided under the endorsement had not been effected, except that this insurance shall apply only as excess and in no even as contributing insurance and then only after all other insurance has been exhausted.

Nevertheless, any direct loss sustained by the assured otherwise recoverable hereunder shall be advanced as a loan without interest repayable out of any recovery the assured may receive out of such other insurance.

謹此瞭解並同意，於適用本保單條件條款之情況下，本保單擴大承保以FOB、FAS或類似條件出售而由買方安排海上保險之貨物或商品。本保險於被保險人工廠或其他裝運處所開始，以迄被保險人利益終止為止，然不應晚於貨物及或商品裝載上船或所有權移轉之時，以先發生者為準。

本保險包括任何駁船船齡，且承保貨物等待裝載上船前位於航站、碼頭、堤岸、船席、用於儲放之駁船、小船或平底船不超過21天之期間，且於立即通知本保險公司並支付所要求之額外保費情況下，亦得予以續保。

本保險無論如何均不承保有關任何貨物或商品如於其滅失或毀損當時已有任何其他保險承保，一如本批單所提供之承保未生效般，然本保險應僅適用於超額部分，且於任何情況下，除所有其他保險業已完全求償後，本保險始予以分擔。

無論如何，被保險人於本保險可獲賠償以外所蒙受之任何直接損失，應作為貸款處理，被保險人得從其他保險所獲得之賠償，無須予以償還。

貨物以FOB/CFR或類似條件出售之賣方偶然利益條款 Seller's Contingent Interest Clause in Respect of Shipments Sold on FOB, CFR, or Similar Terms

This insurance is also to cover the seller's (i.e. Assured's) contingent interest on FOB, CFR or similar trade terms but not to cover when the buyer accepts the subject-matter insured as their exclusive interest.

Claim shall be limited to the extent that the buyer fails to accept the subject-matter insured having suffered loss or damage in transit and the underwriters are to be transferred both the seller's and buyer's (under seller's assistance) rights against the liable carriers for subrogation purpose.

本保險亦承保賣方(即被保險人)依FOB, CFR 或類似貿易條件偶然利益,然不包括買方依其專屬利益接受買賣標之情況。

求償僅限於補償因保險標的於運輸途中發生毀損滅失而為買方拒絕受領,且買方(經由賣方協助)及賣方均同意其對應負責之運送人之追償權利轉讓予保險人。

被保險人以FOB/C&F或類似條件購買貨物條款 Goods Purchased by the Assured on "FOB", "C&F" or Similar Terms

It is hereby understood and agreed that the goods are at the Underwriters' risk and that their liability to the Assured commences from the time goods leave the Suppliers' Factory, Warehouse, Store or Mill as if the Contract of Sale was "Ex Suppliers' premises" notwithstanding that the goods and/or interest may have been purchased on "FOB", "C&F" or similar terms.

Underwriters are to be subrogated to the Assured's rights of recourse against the suppliers or other parties.

謹此瞭解並同意,無論貨物或標的係以FOB、C&F或類似條件為買賣,貨物係以保險人風險且其對被保險人之責任於貨物離開供應商之工廠、倉庫、存放處所或廠房之時開始,一如買賣契約係以"Ex Suppliers工廠"條件般。

保險人代位取得被保險人得向供應商及其他人得主張之權利。

被保險人以CIF或類似條件購買貨物條款 Goods Purchased by the Assured on "CIF" or Similar Terms

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, Underwriters are to be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Assurers and/or other parties.

如貨物係以CIF或類似條件購買,且供應商未能安排保險,或該保險似乎不生效力或該保險比本保單所提供之保障更具限制性,該貨物即應以正常承保條件予以承保。

於此情況下,保險人代位取得被保險人得向供應商及供應商之保險人或其他人得主張之所有權利及救濟。

買方利益條款 Buyer's Interest Clause

If required this policy extends to cover Buyer's Interest. Claims in respect of loss of or damage to the goods shall be payable hereunder in the event that the seller fails to provide coverage as required under the sale/purchase contract and/or if the Seller's policy fails to pay for such lost or damaged goods as covered under the terms and conditions of their Insurance Policy or Certificates.

Underwriters to be subrogated to the Assured's rights against Seller as well as other. The assignment of this Policy or of any interest of claim hereunder is prohibited.

The Assured undertakes to prosecute his claim against the Seller or under such policies as if this insurance was not in existence and the fact that the goods are already insured shall not be deemed to be double insurance.

Warranted that the existence of this cover remain undisclosed.

Shipments declared under this Clause to be subject to a rate equivalent to (as agreed)% of that applicable to similar shipments declared on a "primary" basis.

一經請求，本保單擴大承保買方利益。本保單所賠付之貨物滅失或毀損之求償，僅限於賣方未能依買賣契約提供所需之承保，或如賣方保單未能賠付依該保單或保險證明之條件條款所承保之滅失或毀損之貨物。

保險人代位取得被保險人得向賣方及其他人得主張之權利。本保單或其任何求償利益之轉讓均予以禁止。

被保險人應以不存在本保險般，向賣方或依該保單進行求償，且貨物已經獲保之事實，不應視為重複保險。

擔保本承保之存在不應予以洩漏。

本條款所聲報之貨載應適用等同於類似貨載以主保單為基礎所適用之 _____%。

買方及賣方偶然利益條款 Buyer's & Seller's Contingency Clause

Interest sold by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect payment for lost or damaged interest provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance. Interest purchased by the Assured without benefit of insurance under this Policy is covered to the extent that the Assured is unable to collect claim for lost or damaged interest from other insurers provided that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

This Policy shall also pay for loss or damage in the event that, and to the extent that other parties responsible to insure fail to do so or where such insurance fails to respond to the extent that such loss or damage would have been recoverable hereunder but for the existence of other insurance.

Subject to the following:

1. Warranted that cover under this clause shall be for the benefit of the named Assured only and cover ceases to operate in the event that there be any other insurance covering the said goods.
2. Warranted that the existence of this contingency insurance shall not be disclosed to the customer, or any other party interested in the consignment.
3. The Insured is free from any liability caused by any other party/ies are unintentional and/or inadvertent omission or error to fulfill the responsibility of insurance.
4. It is a condition of this clause that the Assured must give immediate notice to the Company of any occurrence whereby the risk and/or property in the goods remains with, or reverts to, the Assured.
5. It is a condition of this clause that evidence of the terms and conditions of the contract of sale shall be submitted in substantiation of any claim made hereunder.
6. It is a condition of this clause that the Assured must use all reasonable and usual care, skill and forethought and take all practical measures, including measures which may be required by the Company, to enforce the contract of sale, and in the event that the legal ownership and or property in the goods remains with or reverts to the Assured to prevent or minimize loss.
7. All rights and benefits against any other party/ies or person/s are to be subrogated to the Company.

被保險人出售利益而依本保單無保險之利益，承保被保險人無法就減失或毀損之利益收取款項之範圍，然以該減失或毀損無其他保險存在而依本保險應得求償為限。被保險人購買利益而依本保單無保險之利益，承保被保險人無法向其他保險人求償減失或毀損利益之賠款之範圍，然以該減失或毀損無其他保險存在而依本保險應得求償為限。

本保單亦應支付於其他人應負責投保但未能投保或該保險不負責該減失或毀損無其他保險存在而依本保險應得求償之減失或毀損之範圍。

下列條款適用之：

1. 擔保本條款之承保係僅為列名被保險人之利益，且於有任何其他保險承保該貨物時，本承保即中止運作。
2. 擔保本偶發利益保險之存在，不應揭露給消費者或本運送之任何其他利害關係人知曉。
3. 因任何其他人非故意或疏忽不作為或錯誤履行本保險義務所致之任何責任，被保險人不應負責。
4. 作為本條款條件之一，被保險人應將任何事件而於任何風險或貨物財產仍舊為或返回被保險人所有時，立即通知本保險公司。
5. 作為本條款條件之一，買賣契約條件條款之證明應於依本保單提出任何求償時一併提出。
6. 作為本條款條件之一，被保險人應行使所有合理且一般注意義務、技能及謹慎並採取所有可行措施、包括本保險公司可能要求之措施，主張買賣契約相關權益，且於貨物的法律上所有權或財產權持續為或返回給被保險人時，應避免或減輕損失。
7. 本保險公司代位取得向任何其他人主張之所有權利及利益。

二手機器重置條款 Second-Hand Replacement Clause

In the event of a claim for loss or damage to any part of the insured interest in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of a new machine plus additional charges for forwarding and refitting the new parts if incurred.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

於保險標的之任何部分因本保單所承保風險之影響而減失或毀損，於本保單可得求償之金額不應超過該減失或毀損之部分之重置成本，就其保險金額相對於全新機器價值加上運送及安裝該全新部分所生之額外費用之比例部分。

然於任何情況下，保險人賠償責任以不超過整部機器之保險金額為限。

二手機器重置條款 Secondhand Machinery Replacement Clause

In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new machine plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

於保險標的之任何部分因本保單所承保風險之影響而減失或毀損，於本保單可得求償之金額不應超過該減失或毀損之部分之重置成本，就其保險金額相對於全新機器價值加上運送及安裝該全新部分所生之額外費用之比例部分，但不包括關稅，除非該關稅已包括於投保金額中，於此情況，得請求所支付額外關稅之損失。

然於任何情況下，保險人賠償責任以不超過整部機器之保險金額為限。

二手貨品及設備條款 Used &/or Second Hand Goods and Equipment Clause

It is hereby understood and agreed that the insured used and/or second hand goods and equipment are insured under Special Clause (C) for Air Cargo and/or Institute Cargo Clause (C) as attached but extended to cover washing overboard, theft, pilferage and non-delivery or loss or damage resulting from external accident which can be proved by documentary evidence issued by Carriers or Bailees.

In the event of a claim for loss or damage to any part of the insured goods caused by a peril covered under this clause, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of insured goods in sound condition (on the date of attachment of cover hereunder in respect of the insured goods), plus additional charges (including Duty, if applicable) for forwarding and refitting the new part or part of parts if incurred.

Provided that in no case shall liability of Underwriters exceed the insured value of the insured good.

謹此瞭解並同意，茲經雙方同意，所承保之舊品、舊機器設備之承保條件適用空運條款(C)或協會貨物條款(C)附加承保浪衝下海、偷竊、盜竊未送達，或因外來意外事故所致之減失或毀損，然此損失需有運送人或其他受託人所提供之書面證明予以證明。

當被保險標的之任何部分，因本保險承保事故致生減失或毀損時，賠償金額不應超過受損部分之重置成本或修理費率依保險價額對新品價值(以生效日當天被保險標的之新品價值為準)加上相關運費及安裝所增加費用比例部分。

保險人之責任以保險金額為限。

運輸費用條款 Shipping Expenses Clause

When the subject-matter insured is not delivered to the destination contemplated by mistake of carrier or forwarder due to circumstances beyond the control of the Assured this insurance also to pay any charges incidental to shipping which have been or may be incurred by the Assured.

The Assurers in no case shall be liable for such expenses exceeding US\$xxxxx

保險人同意負擔於被保險人無法控制之情況下，因被保險貨物因運送人或承攬運送人之疏失未運抵目的地，被保險人已生或所生之相關船運費用。

然保險人因上述原因所支付之費用以不超過USD_____為限。

鋼製品特別擔保條款(A) Special Warranty for Steel Products (A)

In addition to the insurance terms and conditions stipulated in the original policy, it is hereby noted and agreed that the following items should be added as part of this policy.

A. Loading Survey

The Insured should acquire loading survey report after completion of loading of Interest Insured (such survey to be conducted by Lloyd's agent or surveyor approved by the Insurer) confirming quantity of shipment, measurement, specification and its stowage. The survey report thus produced shall be construed as evidence of shipment when a claim recoverable under this insurance is given rise to.

B. A claim recoverable under this insurance concerning "shortage" shall proceed the following principles hereunder:

1. In case that there is an increase in or equality with quantity of the Interest Insured whereas there is an insufficiency in weight, such insufficiency shall not be recoverable under this insurance.
2. In case that there is an increase in or equality with weight of the Interest Insured whereas there is an insufficiency in quantity, such insufficiency shall not be recoverable under this insurance.
3. In case of an insufficiency in both quantity and weight, claims made as such shall be subject to the weight as provided in the shipping documents; however, when the weight specified in the shipping documents exceeds that of public weighbridge measured at the port of discharge, the latter shall prevail.

C. In no case shall this insurance cover any loss of or damage or expenses to the Interest Insured resulting from contamination caused by contacting with other cargo.

D. When the Interests Insured under this insurance arriving at the port of discharge, an unloading survey to be conducted by the Underwriter's appointed surveyor at the nearest public weighbridge should be carried out and the Insured should obtain any irregular/certificate report issued by the carriers or their representatives for claim purpose in case of any loss of shortage.

E. Warranted that the carrying vessel should not be last voyage for breakup purpose.

除原保單所規定之保險條件條款外，謹此注意並同意，增列下列項目為本保單之一部份：

A. 裝貨公證

被保險人應於被保險標的完成裝載後要求裝貨公證報告(該公證應由勞依茲代理人或本保險人所認可之公證人所為)，確認貨載數量、體積、特性及其堆存情況。所製作之公證報告可作為依本保險產生可請求之求償時，貨載之證據資料。

B. 依本保險可獲賠償之"短少"求償，應依下列原則進行之：

1. 如保險標的進口數量增加或相等，但進口重量減少時，本保險不予理賠。
2. 如保險標的進口重量增加或相等，但進口數量減少時，本保險不予理賠。
3. 進口之數量及重量均減少，依船運文件之重量，但若船運文件上所載重量大於卸貨港之公證報告上所載之過磅重量時，以該公證報告上所載之重量為理賠依據。

C. 本保險單不承保標的物與其他貨物接觸所致污染之任何毀損、滅失或費用。

D. 於本保險之保險標的抵達卸貨港，應由保險人所指派之公證人於最近的公有地磅進行卸載公證，且於有任何短少損失時，為求償之目的，被保險人應向運送人或其代表人所簽發之異常證明或報告。

E. 擔保運載船舶非拆解目的之最後航程。

- F. In no case shall this insurance cover any loss of or damage or expenses to the Interest Insured occurred during the voyage in case that the age of the carrying vessel is over (as agreed) years.
- G. Warranted that the name and the sailing date of the carrying vessel should be notified in writing to the Insurer before the commencement of the Insured voyage.

- F. 本保險任何情況下不承保保險標的於運載船舶船齡超過_____年之航程途中所發生之任何滅失或毀損或費用。
- G. 擔保運載船舶之船名及啟航日期於承保航程開始前應書面通知保險人。

Remarks : The "weight" mentioned in the item 3 of article B shall be the numeral which the weight divided by the quantity, both of which are specified in the B/L or commercial invoice.

附註：第B條第3項所稱之“重量”應為不同於數量之數字上重量，兩者均應載明於載貨證券或商業發票上。

鋼製品特別擔保條款(B) Special Warranty for Steel Products (B)

In addition to the insurance terms and conditions stipulated in the original policy, it is hereby noted and agreed that the following items should be added as part of this policy.

除原保單所規定之保險條件條款外，謹此注意並同意，增列下列項目為本保單之一部份：

A. Loading Survey

The Insured should acquire loading survey report after completion of loading of Interest Insured (such survey to be conducted by Lloyd's agent or surveyor approved by the Insurer) confirming quantity of shipment, measurement, specification and its stowage. The survey report thus produced shall be construed as evidence of shipment when a claim recoverable under this insurance is given rise to.

A. 裝貨公證

被保險人應於被保險標的完成裝載後要求裝貨公證報告(該公證應由勞依茲代理人或本保險人所認可之公證人所為)，確認貨載數量、體積、特性及其堆存情況。所製作之公證報告可作為依本保險產生可請求之求償時，貨載之證據資料。

B. A claim recoverable under this insurance concerning "shortage" shall proceed the following principles hereunder:

1. In case that there is an increase in or equality with quantity of the Interest Insured whereas there is an insufficiency in weight, such insufficiency shall not be recoverable under this insurance.
2. In case that there is an increase in or equality with weight of the Interest Insured whereas there is an insufficiency in quantity, such insufficiency shall not be recoverable under this insurance.
3. In case of an insufficiency in both quantity and weight, claims made as such shall be subject to the weight as provided in the shipping documents; however, when the weight specified in the shipping documents exceeds that of public weighbridge measured at the port of discharge, the latter shall prevail.

B. 依本保險可獲賠償之“短少”求償，應依下列原則進行之：

1. 如保險標的進口數量增加或相等，但進口重量減少時，本保險不予理賠。
2. 如保險標的進口重量增加或相等，但進口數量減少時，本保險不予理賠。
3. 進口之數量及重量均減少，依船運文件之重量，但若船運文件上所載重量大於卸貨港之公證報告上所載之過磅重量時，以該公證報告上所載之重量為理賠依據。

C. In no case shall this insurance cover any loss of or damage or expenses to the Interest Insured resulting from rust, oxidation and discoloration howsoever caused.

C. 本保險單不承保標的物與其他貨物接觸所致污染之任何毀損、滅失或費用。

D. In no case shall this insurance cover any loss of or damage or expenses to the Interest Insured resulting from contamination caused by contacting with other cargo.

D. 本保險單不承保因任何原因所致之生鏽、氧化及變色之損失、毀損或費用。

E. When the Interests Insured under this insurance arriving at the port of discharge, an unloading survey to be conducted by the Underwriter's appointed surveyor at the nearest public weighbridge should be carried out and the Insured should obtain any irregular/certificate report issued by the carriers or their representatives for claim purpose in case of any loss of shortage.

E. 於本保險之保險標的抵達卸貨港，應由保險人所指派之公證人於最近的公有地磅進行卸載公證，且於有任何短少損失時，為求償之目的，被保險人應向運送人或其代表人所簽發之異常證明或報告。

F. Warranted that the carrying vessel should not be last voyage for

F. 擔保運載船舶非拆解目的之最後航

breakup purpose.

G. In no case shall this insurance cover any loss of or damage or expenses to the Interest Insured occurred during the voyage in case that the age of the carrying vessel is over (as agreed) years.

H. Warranted that the name and the sailing date of the carrying vessel should be notified in writing to the Insurer before the commencement of the Insured voyage.

Remarks : The "weight" mentioned in the item 3 of article B shall be the numeral which the weight divided by the quantity, both of which are specified in the B/L or commercial invoice.

程。

G. 本保險任何情況下不承保保險標的於運載船舶船齡超過_____年之航程途中所發生之任何滅失或毀損或費用。

H. 擔保運載船舶之船名及啟航日期於承保航程開始前應書面通知保險人。

附註：第B條第3項所稱之“重量”應為不同於數量之數字上重量，兩者均應載明於載貨證券或商業發票上。

鋼製品特別擔保條款(C) Special Warranty for Steel Products (C)

In addition to the insurance terms and conditions stipulated in the original policy, it is hereby noted and agreed that the following items should be added as part of this policy.

A. Warranted that the carrying vessel should not be last voyage for breakup purpose.

B. In no case shall this insurance cover any loss of or damage or expenses to the Interest Insured occurred during the voyage in case the age of the carrying vessel is over (as agreed) years.

C. Warranted that the name and the sailing date of the carrying vessel should be notified in writing to the Insurer before the commencement of the Insured voyage.

除原保單所規定之保險條件條款外，謹此注意並同意，增列下列項目為本保單之一部份：

A. 擔保運載船舶非拆解目的之最後航程。

B. 本保險任何情況下不承保保險標的於運載船舶船齡超過_____年之航程途中所發生之任何滅失或毀損或費用。

C. 擔保運載船舶之船名及啟航日期於承保航程開始前應書面通知保險人。

散裝鋼品附加條款 Special Warranty for Steel Cargo in bulk

It is hereby warranted that

1. Surveys at the ports of loading and discharge shall be conducted by Lloyds' surveyors or others approved by the Underwriters to certify weight and number of pieces of the insured cargo. Such survey fees shall be at the expense of the Assured.

2. The age of the carrying vessel shall not exceed 25 years. Additional premiums are required of the carrying vessel between the ages of 16 and 25 in accordance with the current "Marine Cargo Overage Surcharge Scale for Shipments by Vessel Held Covered" issued by R.O.C. Insurance Association.

3. In no case shall the carrying vessel be employed for the last voyage &/or for break-up.

4. This insurance shall not cover shortage in weight if meanwhile there is no shortage in quantity of pieces, and vice versa. However, in case of shortages both in weight and quantity of pieces, this insurance shall only cover whichever is lesser of the losses.

茲特別約定

1. 被保險貨物之件數與重量應委由勞依茲或其他經保險人認可之公證人辦理裝卸貨公證事宜，公證費用由被保險人支付。

2. 載運船舶的船齡不得逾越25年；船齡在16至25年以內者，依中華民國產物保險商業同業公會編定之「承保貨物海上保險逾齡船加費表」加收船舶逾齡加費。

3. 載運船舶不得為該船之最後航次，及/或待解體者。

4. 本保險對被保險貨物件數或重量的任一單項發生短損不負賠償責任，倘件數及重量同時均有短損時，以二者較少之項目賠付。

5. This insurance shall not cover loss/damage expenses or liability as a result of rust, oxidation, discoloration, but shall still cover loss/damage expenses or liability as a result of rust caused by sea water, scrape, denting, bending, loosening, deformation, and/or contact with other materials due to external incident in navigation which are actually proved by ocean carrier's certified damage report.

5. 本保險不承保被保險貨物因生鏽、氧化、變色等所致之損失/損害、費用或責任，但仍承保因海上意外事故造成海水生鏽、刮損、凹損、彎曲、鬆脫、變形或與其他物質碰撞等所致之損失/損害、費用或責任，且此意外事故須有海上運送人出具事故證明者為限。

小額求償條款 Small Claims Clause

In order to simplify the claim process, the Assured can file a claim against the Insurer in respect of the loss the claim amount of which is not exceeding (as agreed) (or the equivalent) provided that the Assured should notify the Insurer immediately upon discovering the loss in writing or by fax or telephone, and provide the following documents.

1. Statement of Claim
2. Notice of Loss to the carriers
3. Original B/L
4. Packing List
5. Commercial Invoice
6. Loss supporting documents (varied according to the methods of transportation)
 - a. Damage Report issued by the carriers, customs or warehouse company
 - b. EIR (Equipment Interchange Receipt) issued by the container yard
 - c. Non-delivery Certificate issued by the carriers or air-carriers
 - d. Remark Delivery order issued by inland carriers
7. Photos (or warehousing documents)

Note: The Notice of Loss should be sent to the carriers by fax or mail within 3 days of taking delivery of insured cargoes.

為簡化求償程序，有關損失求償金額不超過_____ (或等額)時，被保險人得向保險人提出求償，然被保險人於發現損失時，應立即以書面或傳真或電話通知保險人，且提供下列文件：

1. 求償聲明
2. 致運送人之損失通知
3. 正本載貨證券
4. 裝貨單
5. 商業發票
6. 損失證明文件(依運送方式而有所差異)
 - a. 運送人、海關或倉儲公司之損失報告
 - b. 貨櫃場所簽發之貨櫃交替驗收單
 - c. 運送人或航運送人所簽發之未交貨證明
 - d. 內陸運送人簽發註明異常之小提單
7. 照片(或倉儲文件)

註：損失通知應於提貨後三日內以傳真或信函寄送給運送人。

擔保公證條款 Survey Warranty Clause

Identified subject-matter insured are subject to pre-shipment survey by Insurer and/or approved surveyor of all packing and preparation for transit.

Identified subject-matter insured are also subject to prior approval by Insurer and/or approved surveyor of all proposed load/stowage/discharge and procedures for carriage to site. All recommendations made to be fully complied with.

保險標的應依照保險人及或經認可之公證人裝運前公證所確認之所有包裝及運送整備。

保險標的亦應依照保險人及或經認可之公證人之事先認可之所有建議裝載/堆存/卸載及運送到位之程序。所有建議均應完全遵守。

漁獲(漁獲加工)特別條款 Special Conditions for Fish Catch (Fish Processor)

Total loss following total loss of vessel only but including General Average, Salvage, Salvage Charges and Sue and Labor. Warranted basis of claims settlement to be amount as evidenced by agreement of delivery and receive of cargo duly signed by the shipper and carrier when interests loaded on the carrying vessel and calculated at highest market valuation on day of commencement of voyage &/or as original policy or policies.

承保船舶全損(包括共同海損、救助、救助費用及損害防阻)後之保險標的全損。謹此擔保,如保險利益裝載於運載船上時,求償理賠基礎應為託運人及運送人適當之貨物接收協議上可得證明之數額,且以航程開始及或正本保單起保之日最高的市場價值計算之。

漁獲(漁船)特別條款 Special Conditions for Fish Catch (Fish Vessel)

A deductible of (as agreed)% of the loss amount for any one accident. Total loss following total loss of vessel only but including General Average, Salvage, Salvage Charges and Sue and Labor. Amount reported to shipowner on land calculated at highest market value on day of commencement of voyage; in the event of a claim recoverable under this insurance, evidence shall be substantiated by Captain's guarantee &/or interview with the crew &/or as original policy or policies.

每一事故損失金額之自負額為_____%。承保船舶全損(包括共同海損、救助、救助費用及損害防阻)後之保險標的全損。通報給陸上船舶所有人之數額應依航程開始日之最高市場價值計算之;依本保單得為求償時,應檢附船長保證及或船員訪談報告及或正本保單。

連接空運及水運之特別條款 Special Clause for Connecting Air and Water Transits

Notwithstanding anything to the contrary contained in the Institute Air Cargo Clauses and the Institute Cargo Clauses, it is hereby understood and agreed that this insurance covers the interest hereby insured while in transit overland, including inland waterways, between the aircraft and the vessel or craft, and also during storage in the ordinary course of transit until loaded on board the oversea vessel at an intermediate port or place.

It is also understood and agreed that Institute Cargo Clauses, Institute War Clauses (Cargo) or Institute Strikes Clauses (Cargo) as specified at the front of this policy shall be applied as from the time the goods are loaded on board the oversea vessel at the intermediate port or place.

無論協會航空貨物條款及協會貨物條款是否有任何相關規定,謹此諒解及同意,本保險承保保險之利益,於飛航器及船舶或船艇之間,跨越陸地之轉運,包括內陸水道,及於正常轉運過程之存倉期間,以迄於中途港或地點裝載上海船為止。

並此諒解及同意,本保單正面所特別載明之協會貨物條款、協會戰爭貨物條款或協會罷工貨物條款應自貨物於中途港地裝載上海船開始適用。

散裝化學品特別條款 Special Clause for Chemical in Bulk

Including the risks of explosion irrespective of percentage.

To pay shortage (as agreed). Above shortage shall be deemed not to contain the quantity which is used for slopping.

Warranted that no transshipment is allowed.

This insurance does not cover any loss or damage due to contamination unless otherwise specified. (If this paragraph is deleted, this policy covers the risk of contamination.)

Notwithstanding anything contained in the Transit Clause of the Institute Cargo Clauses to the contrary, it is understood and agreed that this insurance attaches from the time the goods have passed the coupling of the pipe of shore tank at the port of shipment and continues thereafter as stipulated in the said clause, until the goods are discharged into the consignee's or other shore tank at the port of destination named in the policy.

This insurance absolutely excludes any loss or damage while stored in shore tank.

Requirements for survey and analysis prior to commencement of voyage.

Warranted by the Assured that :

- (1) The ship's (including loading coastal tanker &/or barge) tanks be cleaned, tested and approved prior to loading of the goods.
- (2) The goods shall be analyzed, gauged and weighed at port of loading (including the port of loading into coastal tanker &/or barge).
- (3) tanks of loading coastal tanker &/or barge be cleared out and dried up in full at completion of loading of the goods onto overseas vessel and
- (4) the satisfactory certificates as to above mentioned surveys and analysis be given by Lloyd's or other Authorised Surveyor.

Requirements for survey after arrival at port of discharge Warranted that;

- (1) Our Authorised Surveyor shall take sample of the goods at time of discharge and shall generally supervise the weighing, gauging, measuring and other operation for determination of condition of the goods, either prior to or during, or at completion of discharge from the overseas vessel.
- (2) the ship's tanks be cleared out and dried up in full at completion of discharge from the overseas vessel into shore tank and
- (3) the satisfactory certificates as to above mentioned surveys be given by our Authorised Surveyor.

承保爆炸風險，不計百分比。

賠付短少_____。前述短少視為不包含試卸之數量。

擔保不轉船。

除另有特別約定外，本保單不承保因污損所致之任何減失或毀損。(如本項刪除，則本保單承保污損風險)

無論協會貨物條款之轉運條款是否有相反規定，謹此諒解並同意，本保險於貨物通過裝運港岸槽接管開始起保，並持續承保至貨物卸載於本保單所載目的港之受貨人或其他人之岸槽。

本保單絕對除外不保貨物儲放於岸槽之任何減失或毀損。

航程開始前必須進行公證或檢驗。

被保險人謹此擔保：

- (1) 船舶上(包括裝載用之岸櫃及或駁船)之槽櫃於貨物裝載前業已清潔、測試及認可。
- (2) 該貨物應於裝貨港(包括於裝貨港進入裝載用岸櫃及或駁船)予以檢驗分析、計量及計重。
- (3) 於完成貨物裝載上海船時，裝載用岸櫃及或駁船應予以完全清潔及乾燥，及
- (4) 有關前述公證及檢驗之合格證書應由勞依茲或其他經授權之公證人出具。

抵達卸載港必須進行公證。謹此擔保：

- (1) 我方授權公證人應於卸貨時採集貨物樣本，並於貨物從海船卸載前、卸載期間或完全卸載後，監控計重、計量、測量及其他貨品情況之測定作業。
- (2) 於完成貨物從海船卸載入岸槽後，船上槽櫃應予以完全清潔及乾燥，及
- (3) 有關前述公證之合格證書應由經授權之公證人出具。

電腦軟體特別條款 Special Clause for Computer Software

In the event of loss of or damage to the subject-matter insured which comprises of computer hardware and software, subject to the loss being caused by insured perils, the sum payable shall be limited to the loss of the hardware and the related costs of recopying the software.

因承保風險造成由電腦軟硬體組成之保險標的之滅失或毀損時，應賠付之金額僅限於硬體及損失及軟體重製之相關費用。

電腦軟體特別條款(含限額) Special Clause for Computer Software (with A Limit)

In the event of loss of or damage to the subject-matter insured which comprises of computer hardware and software, subject to the loss being caused by insured perils, the sum payable shall be limited to the loss of the hardware and the related costs of recopying the software.

因承保風險造成由電腦軟硬體組成之保險標的之滅失或毀損時，應賠付之金額僅限於硬體及損失及軟體重製之相關費用。

It is further understood and agreed that no matter what the insured amount will be, in no case shall the liability of the insurer arising from the aforesaid re-copying the software shall exceed (as agreed) per unit.

謹此進一步諒解及同意，無論投保金額多寡，保險人對於前述軟體重製費用之責任不得超過每單位____元。

運載船特別擔保條款 Special Warranty of Carrying Vessel

In case of the age of the carrying vessel is over 10 years of age, an additional premium should be charged according to the following scale :

於運載船之船齡超過10年，應依下列數表洽收額外保費：

Age of Vessel	A.P. Rate
(as agreed)	+ (as agreed)
(as agreed)	+ (as agreed)
(as agreed)	+ (as agreed)
(as agreed)	+ (as agreed)

船齡	額外保費費率
_____	_____
_____	_____
_____	_____
_____	_____

Provided that the age of carrying vessel is over (as agreed) years of age, any loss sustained on the shipment shall be not recoverable from this insurance.

然如運載船之船齡超過____年，則該貨載所遭受之任何損失均不得依本保單獲償。

承攬人處所條款 Subcontractor Premises Clause

This policy extends to cover the insured goods whilst contained in the Assured's sub-contractors' premises. It is noted and agreed that nothing in this clause shall be taken to alter or increase the Underwriters limit liability as set out herein.

本保單擴大承保被保險貨物置放於被保險人之次承包商之倉庫或處所期間之風險。謹此注意並同意，本條款並無更改或增加保險人於本保單所負之責任。

暫時儲存條款 Temporary Storage Clause

For the goods insured and imported to _____, it is agreed that the coverage is extended to cover temporary storage risks at the location other than Assured's warehouse in _____ for a period no longer than ____ days counting from the day on the goods insured entering warehouse in the warehouse after unloading from vessel or aircraft for forward transit.

被保險貨物進口_____地時，謹此同意，本保險擴及承保貨物暫時存放於被保險人倉庫以外，位於_____之儲放風險，惟期間不應超過_____天，自被保險貨物於船舶或航空器卸載後運送入倉之日起算。

運送終止條款(恐怖主義) Termination of Transit Clause (Terrorism)

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

下列條款應有至上效力，其應優先適用本保險任何與其不相一致之規定。

1. Notwithstanding any provision to contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: either
 - 1.1 as per the transit clauses contained within the Policy, or
 - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
 - 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,whichever shall first occur
2. If this Policy the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to English law and practice.

1. 不論本保單其他條件條款是否有相反規定，謹此同意，就本保單目前承保任何恐怖份子或任何具政治動機之人致生保險標的之滅失或毀損之範圍，本承保均須於被保險標的於正常運輸過程及無論如何將於下列情形之一終止：
 - 1.1 依保單運送條款之規定，或
 - 1.2 交貨給本保險單所載目的地之受貨人或其他最終倉庫或儲存處所，
 - 1.3 不論是否於本保單所載目的地或之前，運抵任何其他倉庫或儲存處所，而其為被保險人用作正常運輸過程以外之儲存或分配或分送，或
 - 1.4 於有關海上運輸，至被保貨物於海船最終卸貨港完全卸載後起算屆滿60天。
 - 1.5 於有關空運運輸，至被保貨物於航空器最終卸貨地卸載後起算屆滿30天。以上各終止情形，以先發生者為準。
2. 若本保單或條款特別就儲存後或前述各種終止後提供後續內陸或其他運輸之承保，承保即應再予以生效，並繼續於正常運輸過程，以迄依第1條規定再行終止。
3. 本條款應依據英國法律及實務。

出售限制條款 Terms of Sale

This insurance extends to cover the subject matter insured which, irrespective of the terms of sale, the Assured is legally obligated during the storage period at the buyer's designated warehouse until the buyer's representative gets the goods and/or the goods are delivered to the buyer's premises on request of the buyer.

不論買賣雙方之貿易條件如何簽訂，本保險擴大承保保險標的位於被保險人有法律上義務指定倉庫之存放期間，以迄買方代表提領貨物或依買方要求時將貨物送往買方倉庫時為止。

無人看管車輛條款 Unattended Vehicle Clause (A)

The underwriters shall not be liable for any loss of or damage to the insured goods while the vehicle is left unattended unless all the windows doors, luggage compartments or boot roofs and windscreens are completely closed and securely locked but notwithstanding the aforesaid, this clause shall not in any event be operative if the insured goods are left in the vehicle(s) for the purpose of overnight storage provided the carrying vehicle(s) is securely locked and parking into guarded parking area.

保險人不負責被保險標的處於無人看管車輛所生之滅失或毀損，然車輛窗戶、車門、行李置物箱、行李箱及擋風玻璃完全緊閉並安全上所者除外，然無論前述規定為何，如被保險貨物為停車過夜而暫存於車輛上除該車輛安全上鎖且停放在有人看管之停車場，否則本條款不生效力。

無人看管車輛條款 Unattended Vehicle Clause (C)

Notwithstanding anything contained herein to the contrary, it is warranted that the vehicle shall not be left unattended at all times.

無論本保單是否另有相反規定，被保險人擔保運送車輛不得無人看管。

未列名倉庫條款 Unnamed Location Clause

This Policy extends to cover unnamed locations with a sub-limit of US\$_____ (or its equivalent in other currency) for unnamed locations per occurrence

本保險單擴大承保對於未列名倉庫，每一倉庫每一事故之責任限額以USD _____ (或同等貨幣)為限。

航程條款 Voyage Clause

The insurance hereunder attaches from the time the insured goods becomes the Assured's risk or the Assured assumes interest and continues whilst the insured goods is in transit or in store or during processing or manufacturing or elsewhere including whilst held as stock (at warehouse or elsewhere) and whether or not in the course of transit until the Assured's risk and/or interest finally ceases or upon delivery to final destination, whichever shall first occur.

Including any interest held for purpose of consolidation and/or whilst in Customs and during transshipment and craft risks whether customary or otherwise.

本保險自被保險貨物於被保險人開始承擔風險或被保險人得主張其權益時起保，並繼續有效於被保險貨物於運送、儲存或於生產或製造或包括作為備料(位於倉庫或其他處所)期間，無論其是否於運送過程，以迄被保險人風險負擔及其對保險貨物之權益完全中止或於最後目的地為交貨為止，以較先發生者為準。

承保包括為併貨及或位於海關及轉運期間及駁船風險(無論是否為習慣性)所擁有之任何利益。

保險代位棄權條款 Waive Subrogation Rights Clause

In all cases of loss the Assured shall, at the request of the Insurer or their Agent, assign and subrogate to the Insurer at the time of payment and to an amount not exceeding the sum paid by the Insurer, all their rights and claims against others and permit suit to be brought in the Insured's name but at the Insurer's expense; the Insured further agrees to render all reasonable assistance in the prosecution of said suit or suits.

It is a further condition of this insurance that if any claimant impairs or diminishes the rights to which Underwriters would be subrogated upon payment, Underwriters may deduct from such payment a sum equal to the estimated recovery lost by reason of the claimant's action or inaction.

It is agreed that the Insurer hereunder waives all rights of subrogation (except in respect to General Average) against any subsidiary, affiliated or interrelated concern or corporation of the Insured, and any partner, executive, director or trustee thereof.

於損失發生時，一經保險人或其代理人之請求，被保險人於保險人支付賠款後，以不超過保險人所支付之金額，將其所有權利及得向其他人為求償之權利轉讓及保險代位予保險人。且允許保險人得保險人自己費用使用被保險人名稱提起訴訟；被保險人進一步同意於前述訴訟過程中會提供所有合理協助。

本保險另一前提條件為，如任何請求權人有損及或減損保險人支付賠款之代位權利，保險人得就請求權人作為或不作為所損失之預估追償數額，扣除該數額後，再予賠付。

謹此同意，保險人放棄對被保險人或其合夥人、經理人、董事或受託管理人之公司、子公司、分公司或關係企業之所有代位權利(然不包括共同海損)。

保險代位棄權條款 Subrogation Waiver Clause

A. It is agreed that upon payment of any loss, the Assurers are subrogated to all the rights of the Insured to the extent of such payment. Any written release or waiver of liability entered into by the Insured in the normal course of their business prior to loss hereunder shall not alter this insurance or the right of the Insured to recover hereunder. The right of subrogation against the Insured's subsidiary, affiliated, or associated corporation or companies, joint

A. 謹此同意，於支付任何損失賠款時，於賠付金額範圍內，代位取得被保險人之所有權利。於損失發生前任何被保險人於其正常商業過程中解除或放棄對被保險標的責任之約定，不影響本保險及被保險人依本保單可享有之權益。保險人放棄對於被保險人之子公司、分公司、關係企業、聯營廠商、合夥人或與被保

ventures, partnerships or any other corporations or companies associated with the Insured through ownership or management is waived.

B. In the event of any payment under this Policy, the Assurers shall be subrogated to the extent of such payment to all the Assured's rights of recovery therefore. The Assured shall execute all papers required and shall do anything that may be necessary to secure such right. The Assurers will act in concert with all other interests concerned, i.e., the Assured and any other company(ies) participating in the payment of any loss as primary or excess Assurers, in the exercise of such rights of recovery. If any amount is recovered after deducting the costs of recovery such amount shall be divided between the interests concerned in the proportion of their respective interests. If there should be no recovery, the expense of proceedings shall be borne proportionately by the interests instituting the proceedings.

險人結合之任何其他公司之保險代位權利。

B. 於依本保單有任何賠款時，就該賠款範圍，保險人代位取得被保險人所有追償之權利。被保險人應提供為確保該權利所需之所有文件並為必要作為。於行使該項代位追償權利時，保險人應與其他利害關係人協力，例如被保險人及如主要或超額保險人等任何參與損失賠款之任何其他公司。如有任何追償所得，於扣除追償費用後，應就各利害關係人就其所代表之利益為比例分配。如無任何追償所得，則追償程序費用應由開始追償程序之利害關係人比例分擔。

從價擔保條款 Warranty of Ad Valorem

Warranted that the full value of the interest be declared to all carriers and freight be payable ad valorem thereon. 謹此擔保保險利益之全部價值應向所有運送人申報，並支付從價運費。

擔保裝貨公證條款 Warranty of Loading Survey

Warranted a loading survey at the applicant's own fees and expenses is to be carried out prior to shipment by the surveyor as nominated in this policy.

謹此擔保要保人應以自己費用於裝運前由本保單所指定之公證人進行裝貨公證。