



## 兆豐產物船舶保險-Ship Operator 2015

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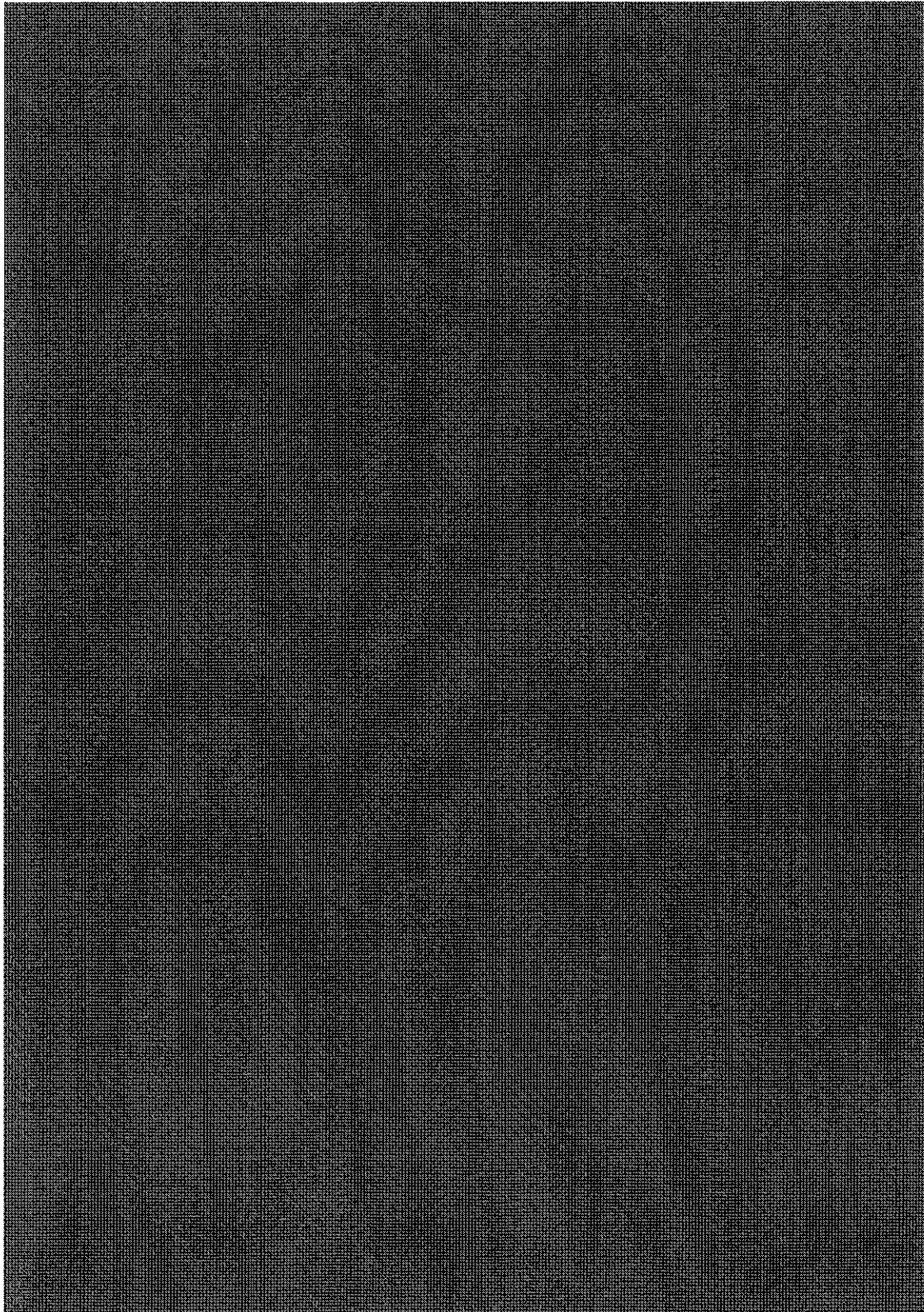


兆豐產物保險股份有限公司  
Chung Kuo Insurance Company, Limited

106.08.28 兆產備字第 1065100183 號

客戶申訴及 24 小時服務專線: 0800-053-588

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# Ship Operator



## 兆豐產物船舶保險-Ship Operator 2015

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### S1 CARRYING EQUIPMENT

- 1 We insure you for:
  - 1.1 Physical loss/damage of insured carrying equipment arising from:
    - 1.1.1 an accident
    - 1.1.2 war/strikes riots & terrorist risks or piracy
  - 1.2 Your liability for general average and salvage contributions in respect of insured carrying equipment (including war/strikes riots & terrorist risks and piracy)
- 2 We do *not* insure you under this Clause for
  - 2.1 loss/damage arising from:
    - 2.1.1 defects in design/manufacture
    - 2.1.2 wear and tear
    - 2.1.3 mechanical/electrical breakdown or malfunction
    - 2.1.4 equipment found to be missing on stocktaking if you are unable to prove the circumstances of the loss
    - 2.1.5 order of any authority
    - 2.1.6 nationalisation, embargo, requisition or compulsory purchase by an authority
  - 2.2 loss/damage to lights, winding handles, tyres/wheels of a chassis/trailer unless due to loss of the chassis/trailer or to an accident also damaging another part of the chassis/trailer
  - 2.3 risks:
    - 2.3.1 while the equipment is leased to someone else
    - 2.3.2 after the equipment has been requisitioned
    - 2.3.3 after you cease to have an interest in the equipment
  - 2.4 loss/damage - except actual total loss - to equipment valued as at 6 below at less than:
    - 2.4.1 USD 5000: reefer/tank container or trailer; rail wagon
    - 2.4.2 USD 3000: trailer (except as specified at 2.4.1)
    - 2.4.3 USD 1000: all other carrying equipment

#### Qualifications

### 3 Declaration

- 3.1 You will show in your declaration the number of items - and aggregate insured value on the adjustment date - of each type of carrying equipment
- 3.2 You will not reduce the insured value of any item during your account year



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### 4 Container Stowage & Securing System

The Directors may reduce or reject a claim arising from container stowage on a ship which you own or charter to the extent that the claim is incurred or increased by:

- 4.1 your failure to adhere to the relevant provisions of the SOLAS Convention, IMDG Code or any other IMO Code or
- 4.2 a stowage/securing system which is deficient *unless*:
  - 4.2.1 the system:
    - a. complies with classification society recommendations or
    - b. has been approved by an organisation which the Managers have approved or
  - 4.2.2 you have taken other reasonable measures to ensure the system was appropriate

### 5 War/SR&T(Strikes Riots & Terrorist) & Piracy Risks

#### 5.1 CTL (Constructive Total Loss)

If you are deprived by seizure\* of equipment for a continuous period of 12 months, it will be regarded as a constructive total loss for the purposes of your insurance for war/SR&T or piracy risks at the date this period commenced - provided that the equipment:

- 5.1.1 was insured for war/SR&T or piracy risks on that date and
- 5.1.2 had not already become a total loss as a result of an insured risk at some time during the period

#### 5.2 We do not insure you for war risks arising from:

- 5.2.1 hostile detonation of a nuclear weapon
- 5.2.2 war (declared or not) between permanent members of the UN Security Council
- 5.2.3 seizure\* by an authority of your country
- 5.2.4 seizure\* under *any* customs or quarantine regulation
- 5.2.5 ordinary judicial process, failure to pay a fine/penalty or provide security or any financial cause

\*Seizure at 5.1/5.2 includes capture, arrest, restraint, detainment, confiscation or expropriation

#### 5.3 The Managers may at any time decide that we will not insure you for war, SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in this decision, which will take effect at 2400 GMT on the seventh day after notice is given

#### 5.4 Subject to 5.3, if the equipment is not on board an oversea ship or aircraft when the loss/damage occurs we insure you for war and piracy risks only up to a limit of USD 50,000 - each accident and in the aggregate each account year

#### 5.5 Insurance for war, SR&T and piracy risks will automatically terminate on:

- 5.5.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
- 5.5.2 war as at 5.2.2



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### 6 Amounts Recoverable

Amounts recoverable from us will not exceed:

- 6.1 *Owned equipment:* *Loss:* insured value at time of loss
- 6.2 *Damage:* reasonable repair costs\* - not exceeding insured value at the time of the damage - or market value if no insured value
- 6.3 *Leased equipment:* *Loss:* amount payable under lease - or market value if no amount specified
- 6.4 *Damage:* reasonable repair costs\* - not exceeding amount payable under lease

\*repair costs may include reasonable cost of your own labour and materials (not exceeding the market cost)

### 7 Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the applicable amount specified at 6 above, we will pay this amount as a CTL, less any salvage value

### 8 Interest in Ship/Aircraft

G1:5 does not apply to this clause



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### S2 CARGO LIABILITIES

- 1 We insure you for your liability for:  
Physical loss/damage of cargo, and resulting consequential loss, arising before or after you have carried (or arranged to carry) the cargo and from an item of insured carrying equipment supplied to your customer which:
- 1.1 is defective or
  - 1.2 fails to meet the requirements of your contract with your customer
- 2 We do *not* insure you under this Clause:
- 2.1 if your liability arises under your contract of carriage
  - 2.2 for liabilities in respect of bullion, precious stones or cash/securities
  - 2.3 for liabilities arising from cargo found to be missing on stocktaking if you are unable to prove the circumstances of the loss
  - 2.4 for contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

#### Qualifications

- 3 **Special Limits\***
- 3.1 USD 100,000 each accident and in the aggregate each account year: claims under 1.2
  - 3.2 USD 100,000 each accident: claims in respect of:
    - a. processed tobacco/tobacco products
    - b. bottled spirits
    - c. precious jewellery/precious metal
    - d. valuable works of art
    - e. thoroughbred horses
    - f. computers/handheld electronic products/mobile telephones  
(and electronic components of these)

\*limits apply unless otherwise stated in your certificate



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### S3 THIRD PARTY LIABILITIES

- 1 We insure you for your liability:
  - 1.1 for the following, including resulting consequential loss:
    - 1.1.1 physical loss/damage of third party property
    - 1.1.2 death, injury or illness of any third party
  - 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
    - 1.2.1 physical loss/damage of third party property
    - 1.2.2 death, injury or illness of any third party
- 2 We do **not** insure you under this Clause for liabilities:
  - 2.1 for death, injury or illness of your employee which you incur as an employer or which would normally be insured under an Employers Liability insurance
  - 2.2 arising from ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
  - 2.3 arising from an accident on a public road in USA/Canada involving a trailer or chassis
  - 2.4 in respect of your owned or leased:
    - 2.4.1 equipment leased to someone else - other than to your joint service/venture partner for use in the joint service
    - 2.4.2 carrying equipment which we do not insure for loss/damage as owner/lessee of land which is not an insured location
  - 2.5 arising from erection or dismantling of handling equipment - unless for inspection, maintenance or repair or movement (if not excluded under 2.7)
  - 2.7 arising from movement of handling equipment - other than within the same terminal, port or depot
  - 2.8 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

#### Qualifications

#### 3 Employees

We insure:

- 3.1 an assured for liabilities directly to an employee of a joint assured and conversely
- 3.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

#### 4 Third Party Property

Third party property is defined at G5:2 as, among other things, excluding cargo and property leased to (including borrowed by) the assured or joint assured





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### 5 Limit of Liability

In the event that it is held in any court or tribunal that, under the applicable law, anyone, other than the assured or a named joint assured or co-assured is entitled to be insured under this insurance, then the general limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law for injury to or death of a person or damage to property and the limit applicable under the policy

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### S4 FINES & DUTY

#### 1 We insure you for:

##### 1.1 The following, imposed on you as a result of breach of regulations specified at 1.2:

- 1.1.1 Fines and other penalties, including confiscation by an authority, of your insured equipment or other property
- 1.1.2 Duty and sales/excise tax and similar fiscal charges
- 1.1.3 Costs charged by an authority

##### 1.2 The regulations referred to at 1.1 relate to:

- 1.2.1 import/export and carriage of cargo, conveyances or equipment
- 1.2.2 immigration
- 1.2.3 safety at work, including corporate manslaughter and corporate homicide
- 1.2.4 security/anti-terrorism
- 1.2.5 pollution - but *only* if arising from physical loss/damage of cargo or equipment

#### 2 We do *not* insure you under this Clause:

for liability/confiscation arising from:

- 2.1 breach of regulations relating to tariffs, competition or regulation of companies
- 2.2 ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
- 2.3 your owned/leased carrying equipment which we do not insure for loss/damage
- 2.4 your making your customs bond/guarantee available to another operator - *unless* this arises from:
  - 2.4.1 assistance which the operator provides to you in your insured services or
  - 2.4.2 other insured services which you provide to the operator



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### Qualifications

#### 3 Intentional or Reckless Conduct

The Directors may in their discretion reduce or reject a claim if you or your employee has acted (or failed to act) intentionally or recklessly.

#### 4 Illegality

If insurance for any of the matters specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

#### 5 Enforcement of Reimbursement

If it is held by a court or tribunal that you have no right to enforce reimbursement of a claim under this Clause, we undertake to treat the claim as if your right is enforceable

#### 6 Special Limit

Special limit: USD 100,000 each accident and in the aggregate each account year (unless otherwise stated in your certificate)

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### S5 COSTS

#### 1 We insure you for the following Costs:

##### 1.1 Mitigation

Costs of minimising a claim

##### 1.2 Investigation & Defence

Costs arising from investigating an accident which may give rise to a claim under this cover and protecting your interests in relation to it (including legal and survey fees) - including the costs of recovering a debt if payment is withheld solely because of a claim under this cover

##### 1.3 Disposal

1.3.1 Costs (other than as at 1.3.2) additional to costs which you would have incurred in any event, of disposing of insured equipment or cargo after an accident to it

1.3.2 Costs of removing insured carrying equipment on the order of an authority following an accident arising in connection with the management, navigation or operation of a ship which you own, charter or operate

##### 1.4 Quarantine & Disinfection (including fumigation)

Costs other than in the normal course of business

#### 2 We do *not* insure you under this Clause for:

2.1 costs which are insured under S4:1.1.3

2.2 costs under 1.3.2:

2.2.1 of removing cargo within/on the equipment

2.2.2 which are incurred or increased by cargo within/on the equipment



## 兆豐產物船舶保險-Ship Operator 2015

### Qualifications

#### 3 Approval/Agreement

We *only* insure you if:

- 3.1 the Managers have agreed to the costs or
- 3.2 the Directors decide that the costs were properly incurred

#### 4 Limits

*Unless otherwise stated in your certificate* claims are subject to limits as below:

- 4.1 1.1-1.2: as for the claim being investigated/defended, or mitigated, and costs will be included in this claim for this purpose
- 4.2 1.3-1.4: as stated in your certificate

#### 5 Deductibles

*Unless otherwise stated in your certificate* claims are subject to deductibles as below:

- 5.1 1.1: as for the claim being mitigated
- 5.2 1.2-1.4: nil

#### 6 Interest in Ship/Aircraft

G1:5 will not apply:

- 6.1 to costs specified at 1.1 and 1.2 if the claim (or possible claim) is under Clause S1
- 6.2 to the extent inconsistent with 1.3.2

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### A1 DISCRETIONARY INSURANCE

#### 1 We insure you as follows:

In addition to insurance under other clauses the Directors may decide that we will reimburse you in an amount in their discretion for risks incurred:

- 1.1 incidental to insured services
- 1.2 in case of interference by an international organisation or authority, which the Directors consider is unwarranted or requires investigation
- 1.3 where the Directors by special direction consider this in our interests, or those of our members

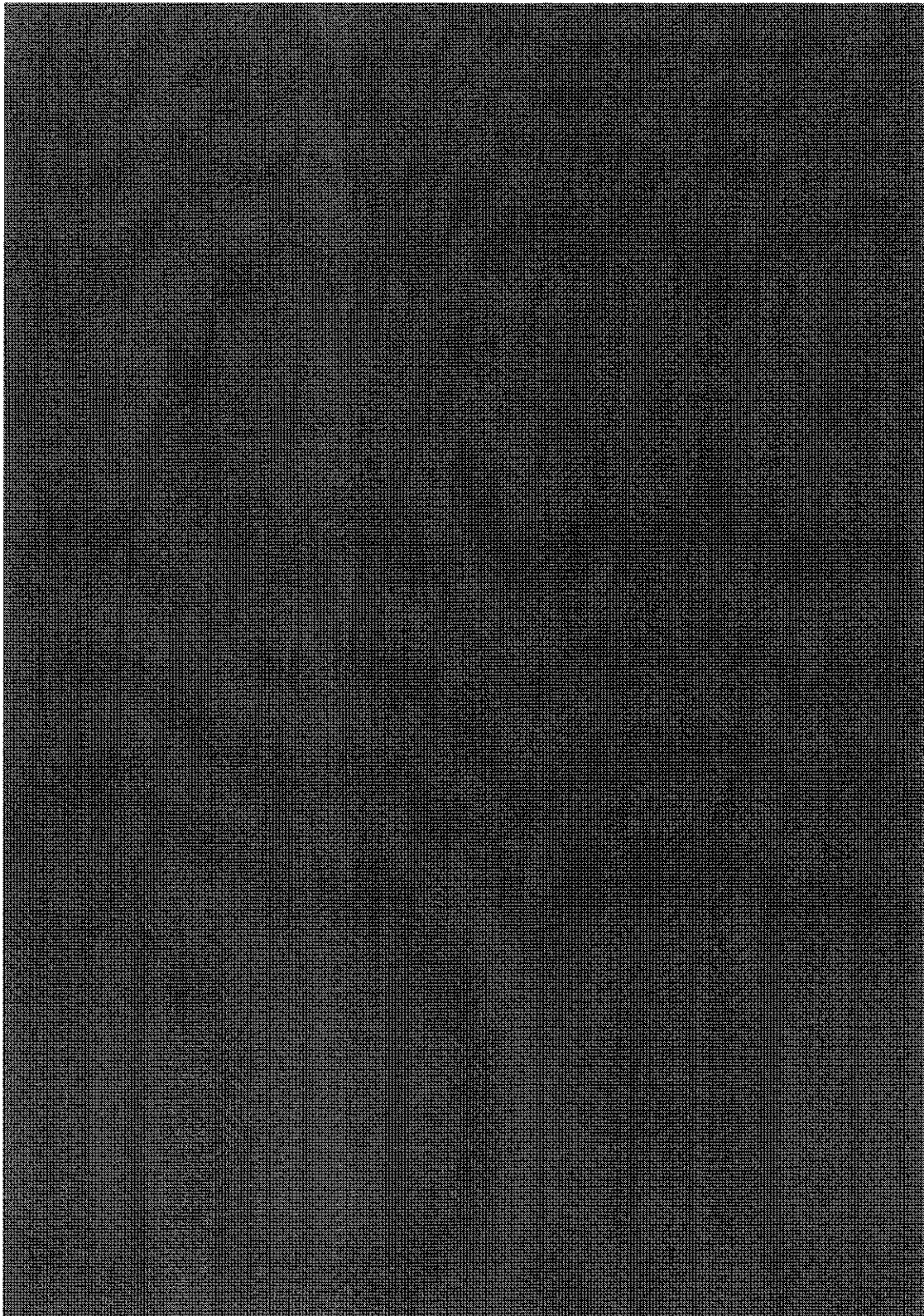


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## 兆豐產物船舶保險-Ship Operator 2015

# Additional Risks



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### A5 HANDLING EQUIPMENT

- 1 We insure you for:
  - 1.1 Physical loss/damage of insured handling equipment arising from:
    - 1.1.1 an accident including mechanical/electrical breakdown or malfunction
    - 1.1.2 strikes riots & terrorist risks and piracy
  - 1.2 Your liability for general average and salvage contributions in respect of insured handling equipment (*including strike riots & terrorist risks and piracy*)
  - 1.3 Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:
    - 1.3.1 prevented because the equipment is a total loss or
    - 1.3.2 delayed because you are obliged to repair the equipment
- 2 We do *not* insure you under this Clause for:
  - 2.1 loss/damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:
    - 2.1.1 defects in design or manufacture
    - 2.1.2 wear and tear
    - 2.1.3 inherent vice or latent defect
    - 2.1.4 subsidence which is not sudden, unintended and unexpected
    - 2.1.5 computer, data processing or program error/breakdown
    - 2.1.6 mechanical/electrical breakdown or malfunction of:
      - a. communications equipment, alarm systems or external computers
      - b. equipment with market value less than USD 75,000
  - 2.2 spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking if you are unable to prove the circumstances of the loss



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- 2.3 loss/damage arising from:
  - 2.3.1 nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
  - 2.3.2 tests under abnormal conditions unless to comply with regulations
  - 2.3.3 overload unless:
    - a. to comply with regulations or
    - b. for inspection/testing or
    - c. it is not intentional or habitual
  - 2.3.4 any modification - *unless* agreed by:
    - a. the manufacturer or
    - b. an authority or
    - c. a surveyor approved by the Managers
  - 2.3.5 erection or dismantling of equipment - unless for inspection, maintenance or repair or movement (if not excluded under 2.3.6)
  - 2.3.6 movement of equipment - other than within the same terminal, port or depot
- 2.4 loss/damage imposed on you by an authority
- 2.5 loss/damage of an expendable/replaceable part - *unless* arising from loss/damage to the equipment which is external to the part
- 2.6 loss/damage while the equipment is:
  - 2.6.1 leased to someone else
  - 2.6.2 used with your consent by someone else other than in the course of your insured services
- 2.7 war risks

### Qualifications

#### 3 Declaration

- 3.1 You may add additional items subject to notifying us within 28 days of acquisition, and terms to be agreed
- 3.2 You will not reduce the insured value of any item during your account year
- 3.3 You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
- 3.4 A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 6 below



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### 4 SR&T (Strikes Riots & Terrorist) & Piracy Risks

- 4.1 We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
- 4.2 The Managers may at any time decide that we will not insure you for any SR&T or piracy risk either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 4.3 Insurance for SR&T and piracy risks will automatically terminate on:
  - 4.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 4.3.2 war (declared or not) between permanent members of the UN Security Council

### 5 Reimbursement: Damage

- 5.1 We will, in our discretion, pay the cost of repair of the asset or the indemnity value of the damaged part
- 5.2 We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.3 We will deduct the value of any part that you can use again
- 5.4 We will not pay for temporary repairs, or for damage arising from use of an asset in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.5 You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

### 6 Average

- If the market value of an item of equipment at the time of an accident is greater than the insured value, we will pay the cost of loss/damage reduced by the percentage by which the insured value of the equipment is less than the market value. This paragraph (6):
- 6.1 applies only if the insured value is less than 80% of the market value of the equipment
  - 6.2 applies separately to each item of equipment
  - 6.3 does not apply to freight charges and labour costs
  - 6.4 does not apply if the insured value is an agreed value





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### 7 Reimbursement: Total Loss

#### 7.1 Actual total loss (ATL)

We pay the insured value

#### 7.2 Constructive total loss (CTL)

If the reasonable costs of repair of damage sustained in one accident, calculated as at 5 above, are estimated to exceed the insured value, we pay the insured value as a CTL, less any salvage value

#### 7.3 Leased equipment

Our payment will not exceed the lesser of:

7.3.1 the amount you are liable to pay under the lease

7.3.2 the insured value

### 8 Definition of Accident

There is a special definition of accident at G5:2 in respect of the following risks:

- a. storm
- b. earthquake/volcanic eruption
- c. flood
- d. strikes riots & terrorist risks

### 9 Debris Removal Costs

#### 9.1 We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:

- 9.1.1 debris removal from the site of the equipment, or immediately adjacent to it
- 9.1.2 dismantling/demolishing the equipment
- 9.1.3 shoring/propping up the equipment
- 9.1.4 clearing drains/sewers

#### 9.2 We do *not* insure you under this paragraph 9 for costs arising from pollution/contamination

#### 9.3 We do *not* insure you under any other provision in your insurance for costs specified at 9.1

#### 9.4 Costs specified at 9.1 are in excess of the insured value of the equipment concerned (subject to G2:26)

#### 9.5 We *only* insure you for costs specified at 9.1 if:

- 9.5.1 the Managers have agreed to the costs or
- 9.5.2 the Directors decide that the costs were properly incurred

### 10 Special Limit (Per Diem Lease Charges)

The maximum of charges which you incur for 30 days from and including the original redelivery date - unless another period is specified in your certificate

### 11 Interest in Ship/Aircraft

G1:5 does not apply to this clause



## 兆豐產物船舶保險-Ship Operator 2015

### A10 NORTH AMERICAN CHASSIS LIABILITIES

- 1 We insure you for:
  - 1.1 The liabilities stated at 1.2 below arising out of an accident in USA, Canada or Mexico and involving a chassis or trailer, or an intermodal shipping container carried on a chassis or trailer, for use on public roads which:
    - 1.1.1 you own, lease, maintain, manage or use or which
    - 1.1.2 is used in a declared activity specified in your certificate
  - 1.2 The following liabilities are insured as stated at 1.1 above, including resulting consequential loss:
    - 1.2.1 for physical loss/damage of third party property
    - 1.2.2 for death, injury or illness of any third party
    - 1.2.3 to indemnify a third party for its liability for:
      - a. physical loss/damage of third party property
      - b. death, injury or illness of any third party
- 2 We do not insure you under this Clause for liabilities:
  - 2.1 for death, injury or illness of your employee, or your employee's spouse, child, parent or sibling arising out of or relating to employment by you of the employee - or contractual liability to compensate anyone in respect of this
  - 2.2 arising from ownership, lease or operation by you (or your employee) of a road vehicle which is required to be licensed
  - 2.3 arising from an accident involving a chassis/trailer attached to a road vehicle which is required to be licensed which you (or your employee) own, lease or operate
  - 2.4 in respect of your equipment leased to someone else other than:
    - 2.4.1 to your joint service partner for use in the joint service or
    - 2.4.2 while interchanged to a motor carrier or used in a chassis pool in which you participate
  - 2.5 in respect of your handling equipment used with your consent by someone else
  - 2.6 in respect of a chassis/trailer which we do not insure for loss/damage
  - 2.7 incurred after you cease to have an interest in the chassis/trailer.  
The date of the accident for the purposes of your insurance is the date of the loss/damage (or death injury or illness) - not the date on which your interest ceases
  - 2.8 which are contractual liabilities to compensate someone else for physical loss/damage to your owned/leased property
  - 2.9 arising from handling of cargo:
    - 2.9.1 before you accept the cargo for movement on to the insured chassis/trailer
    - 2.9.2 after you move the cargo from the insured chassis/trailer to the place where you finally deliver it
  - 2.10 arising from your product or any part of your product



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- 2.11 arising from your work, after that work has been completed or abandoned.  
For the purposes of this paragraph (2.11) your work includes manufacture and remanufacture of chassis/trailers but excludes maintenance or repair of chassis/trailers by you or on your behalf
- 2.12 arising from:
  - 2.12.1 transportation of pollutants as waste
  - 2.12.2 release of gases, fumes or vapours within a building from materials brought there in connection with operations performed by you or on your behalf
  - 2.12.3 investigation, clean up or removal of pollutionThis paragraph (2.12) will prevail in case of inconsistency with G1:1.2 or G1:3
- 2.13 to the extent that they are incurred/increased by your agreeing to hold harmless a transporter of chassis/trailers
- 2.14 arising from loss/damage or death, injury or illness which:
  - 2.14.1 you intend or expect (without prejudice to G1:1.7)
  - 2.14.2 results from movement of property by a mechanical device (other than a hand truck) unless the device is attached to an insured chassis/trailer
- 2.15 for war risks
- 2.16 arising from the conduct of any current or past partnership or joint venture not specified as an assured under this clause in your certificate

### Qualifications

#### 3 Scope of Insurance

- 3.1 We only insure you to the extent that liabilities are not insured under other insurances available to you and other parties besides the domestic policy
- 3.2 You will use your best endeavours to recover losses, and claim indemnity from *other parties* (and their insurers)
- 3.3 This insurance:
  - 3.3.1 does not insure other parties
  - 3.3.2 is in excess of any sums recoverable from other parties (or their insurers)
  - 3.3.3 is not automobile or excess automobile liability insurance
- 3.4 *Other parties* means parties other than you involved in the accident, and any owner, lessor, lessee, operator or user of the chassis/trailer (or motor vehicle towing it)



## 兆豐產物船舶保險-Ship Operator 2015

### 4 Domestic Policy

- 4.1 On your request we will provide you with a certificate of insurance evidencing a policy issued by an approved insurer in USA/Canada, insuring your liability as specified at 1 above (a *domestic policy*)
- 4.2 The *domestic policy* is subject to:
  - 4.2.1 its terms
  - 4.2.2 a limit each accident equal to the minimum insurance requirements for each person and under the law of the state, province or other jurisdiction for which the policy is issued, not to exceed the limits specified in your certificate
  - 4.2.3 a retained amount of USD 1 million each accident or the limits of the domestic policy, whichever is the less
- 4.3 The limits at 4.2 are not in addition to your limit with us. The total of your limits under the domestic policy and under your insurance with us will therefore not exceed your limit for claims under this clause
- 4.4 You will be a joint assured together with us under the domestic policy but will not:
  - 4.4.1 be responsible for payment of premium to the domestic underwriter
  - 4.4.2 exercise any right to cancel the policy
  - 4.4.3 be responsible for the retained amount unless otherwise stated in your certificate

### 5 Uniform Intermodal Interchange & Facilities Access Agreement

It is a condition precedent that the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), or other similar equipment interchange or lease agreement which the Managers have approved, remain in effect and in good standing at all times during your period of insurance

### 6 Limit of Liability

In the event that it is held in any court or tribunal that, under the applicable law, anyone, other than the assured, a named joint assured or co-assured, using or legally responsible for the use of a chassis or trailer, is entitled to be insured under this insurance, then the general limit of liability for this insurance for such a person will not exceed the minimum insurance requirements under the applicable law for injury to or death of a person or damage to property

### 7 Deductible

Claims under this clause are subject to a nil deductible - unless otherwise specifically indicated in your certificate



兆豐產物保險股份有限公司  
Chung Kuo Insurance Company, Limited

106.08.28 兆產備字第 1065100183 號

客戶申訴及 24 小時服務專線: 0800-053-588

## 兆豐產物船舶保險-Ship Operator 2015

# General Provisions



## 兆豐產物船舶保險-Ship Operator 2015

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### G1 GENERAL EXCLUSIONS

G1 applies to your entire policy – unless otherwise stated

#### 1 General Exclusions

We do not insure you for risks arising from, or to the extent that the risk is increased by:

- 1.1 Radioactive/nuclear risks
- 1.2 **Landfill, operation/use of dump site or disposal of waste** which you perform or permit *other than* carriage, handling or storage of cargo prior to its disposal as waste
- 1.3 **Dredging (while being performed)** and dumping of spoil
- 1.4 **Your failure to pay your debts**
- 1.5 **Your insolvency**
- 1.6 **Your involvement in illegal trade** - about which you knew or reasonably should have known
- 1.7 **Your intentional/reckless conduct**
- 1.8 **Punitive, exemplary or multiple damages** - against you or anyone for whose conduct you are liable
- 1.9 **Your waiving your rights of recourse** - or where you have previously contracted to waive these rights
- 1.10 **Your management/operation of an airport** - or area/building where aircraft land or manoeuvre or are housed, maintained or repaired
- 1.11 Asbestos
- 1.12 **Any chemical, biological, bio-chemical or electromagnetic weapon**
- 1.13 Cyber attack
- 1.14 Products liability

#### 2 Liability Exclusions

We do not insure you for liabilities:

- 2.1 incurred under a provision in a contract that you incur liability without your fault or negligence
- 2.2 to the extent that the liability is increased by a declaration of value
- 2.3 which are liquidated damages
- 2.4 incurred under a provision that you provide services at or within an agreed time



## 兆豐產物船舶保險-Ship Operator 2015

### 3 Pollution

We do not insure you for risks arising from pollution or clean-up costs of any type however caused, including liabilities to others, fines, and whether or not under international convention, unless:

- 3.1 the accident occurred within your period of insurance *and*
- 3.2 the claim is made against you within one year from the accident *and*
- 3.3 the pollution is sudden, unintended and unexpected *and*
- 3.4 you are aware of the pollution within one week of the first occurrence  
- *unless* arising from cargo not in your possession

### 4 Sanctions

- 4.1 We do not insure you and we shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would or might subject us (or our insurers/reinsurers) to the imposition of sanctions under, or would be in violation of, any economic, trade, financial or related sanctions or embargoes:

- 4.1.1 administered/enforced by the US Department of the Treasury Office of Foreign Assets Control (OFAC) the US Department of State or any other department or agency of the US government or

- 4.1.2 imposed pursuant to:

- a. United Nations resolutions or
- b. laws, rules, regulations, orders, decisions, directives, or common positions of the European Union (EU) or of any EU member state or
- c. equivalent legislation imposed by any other national or international body.

- 4.2 Any certificates or other evidences of insurance certifying or evidencing coverage for any transaction, shipment, or claim in violation of, or sanctionable under, any of the sanctions or embargoes specified at 4.1 will automatically be null and void

- 4.3 Without prejudice to any other provisions in your policy, the Directors may in their discretion give you notice that your insurance will cease immediately if you have exposed or you will expose us to a material risk of being or becoming subject to any sanctions or embargoes (as identified above), or to any adverse action by a competent authority or government in respect of any sanctions or embargoes (as identified above).



## 兆豐產物船舶保險-Ship Operator 2015

### 5 Interest in Ship/Aircraft

#### 5.1 We do not insure you for risks:

- 5.1.1 arising from your interest in a ship/aircraft *and*
- 5.1.2 arising from its management, navigation or operation

#### 5.2 You have an interest if you:

- 5.2.1 own or operate the ship/aircraft
- 5.2.2 charter the ship except under a slot or space charter
- 5.2.3 charter the ship under a slot or space charter *unless*:
  - a. You contract with the ship operator on terms which are no more adverse than Hague-Visby Rules or any compulsorily applicable transport law or convention *and*
  - b. You are not liable to the ship owner, lessee or operator, or performing carrier, for risks arising from the management, navigation or operation of the ship *and*
  - c. You are not responsible for loading the ship
- 5.2.4 charter the aircraft *unless*:
  - a. You do not manage, navigate or operate the aircraft *and*
  - b. You are not liable to the aircraft owner, lessee or operator for risks arising from the management, navigation or operation of the aircraft *and*
  - c. You contract with the aircraft operator on terms which are no more adverse than the Warsaw Convention or any compulsorily applicable transport law or convention *and*
  - d. You are not responsible for loading the aircraft

### 6 Liens

We do not insure you for any risk arising from the application of a lien, unless the risk is incurred in mitigation of an insured claim and the Managers have agreed in advance to its being incurred





## 兆豐產物船舶保險-Ship Operator 2015

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### G2 GENERAL TERMS

G2 applies to your entire policy – unless otherwise stated

**1 Abandonment**

There will be no abandonment to us of any property

**2 Assignment**

2.1 You will not assign your insurance (or any interest under it) unless and to the extent that the Managers agree

2.2 Any purported assignment which is made without the Managers' agreement (or which does not comply with any terms which the Managers require) will be void

2.3 We may, in settling a claim presented by the assignee, retain an amount which the Managers in their discretion estimate as sufficient to discharge the assignor's liabilities to us which:

2.3.1 are in existence at the time of the assignment or

2.3.2 have arisen later or

2.3.3 the Managers in their discretion believe will arise later

2.4 We may retain an amount as at 2.3 whether or not it is stipulated as a term of the Managers' agreement to the assignment

**3 Assured and Joint Assureds**

3.1 There is only one assured under each policy as designated in the certificate. Anyone else insured under the same policy is a joint assured.

3.2 If anyone becomes a joint assured only by virtue of a contractual term, cover will be limited to the terms specifically contained in the contract

**4 Audit**

4.1 The Managers may examine your books and records at any time during your insurance, and for three years afterwards, as far as they relate to your insurance (without prejudice to 28 below)

4.2 If you fail to cooperate with the Managers as at 4.1 we may avoid the insurance

**5 Benefit of the Insurance**

We do not intend to confer any benefit of this insurance on any third party not specifically identified in the certificate and to this extent the Contracts (Rights of Third Parties) Act 1999 is excluded

**6 Brokers**

Your insurance broker:

6.1 is your agent, not ours and

6.2 has no authority to issue or confirm policies on our behalf to anyone



## 兆豐產物船舶保險-Ship Operator 2015

### 7 Cancellation: Cause

- 7.1 If we do not receive an amount due or declaration from you in due time the Managers may (in addition to our rights specified at 12 & 24 below) give notice requiring you to pay (or make the declaration) by a specified date within not less than seven days from the date the notice is served
- 7.2 If we do not receive full payment (or the declaration) by the date specified at 7.1, all your insurances are cancelled immediately and without further formality
- 7.3 If the insurance has previously ceased under 9 or 36 below, these paragraphs 7 and 8 below will supersede 10 below
- 7.4 If at the time your insurance ceases as specified at 9.1.1, we have not received any due payment or declaration, the insurance will be cancelled without notice or formality - but the Directors may decide to reinstate it on terms which in their discretion they think fit

### 8 Cancellation: Effect

- 8.1 In the event of cancellation as at 7 above or 22 below, you remain liable for amounts due from you to us - whether levied before or after cessation - and specifically the following:
  - 8.1.1 If premium is a lump sum or deposit subject to a minimum - you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
  - 8.1.2 Otherwise than at 8.1.1 - premium will be calculated pro rata up to cancellation
- 8.2 We cease to be liable for claims unpaid at the date of cancellation whether:
  - 8.2.1 the claim arises before the date of cancellation - or after it
  - 8.2.2 the claim arises during the account year in which the insurance is cancelled - or in any other year
  - 8.2.3 we have admitted responsibility or appointed a lawyer, surveyor or other expert - or not
- 8.3 The Directors may admit claims excluded as at 8.2 on terms in their discretion
- 8.4 If we receive the amount due (or declaration) after cancellation, the Managers in their discretion may reinstate the insurance - but you will not be insured, unless the Directors in their discretion decide otherwise, for claims arising out of accidents occurring between the date of cancellation and the date of reinstatement

### 9 Cesser: Cause

- 9.1 We immediately cease to insure you on:
  - 9.1.1 your winding up/bankruptcy
  - 9.1.2 termination of your insured services
  - 9.1.3 your ceasing to have an insurable interest in the subject matter of the insurance
  - 9.1.4 your death or insanity - in the case of an individual
- 9.2 The Directors may at any time give you notice that your insurance will cease - taking effect not less than 30 days from the date on which the notice is given



## 兆豐產物船舶保險-Ship Operator 2015

### 10 Cesser: Effect

- 10.1 If you cease to be insured as specified at 9 above or 36.3 below  
- unless 7-8 above apply:
- 10.1.1 you remain liable for amounts due from you to us - whether levied before or after cessation
- 10.1.2 we remain liable for claims arising from accidents on or before the date of cessation
- 10.2 If premium is a lump sum or deposit subject to a minimum and you cease to be insured as specified at 9.1.1 above or 36 below you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
- 10.3 We will not reimburse any premium if you cease to have an insurable interest in an item of insured equipment or property as at 9.1.3 solely because the item has been lost or damaged, and not repaired or replaced, as the result of an insured accident
- 10.4 Otherwise than as at 10.2/10.3 - premium will be calculated pro rata up to cessation

### 11 Claims for Amounts Due

You will claim (in writing) amounts due to you from us (including repayment of premium) within six months from the end of the account year to which the credit relates - otherwise your claim for amounts due is absolutely barred

### 12 Claims Held

If we do not receive an amount due from you in due time we may withhold any payments due from us to you until the amount due is received

### 13 Confirmation of Insurance

If you request us to confirm insurance to someone else, our confirmation:

- 13.1 is only for information
- 13.2 confers no rights on the person to whom we make it
- 13.3 does not extend or amend the insurance

### 14 Continuous Contract

Every insurance is a continuous contract and terms continue unchanged from one year to the next - *unless* otherwise agreed, and subject to 7-10 above and 36 below

- 14.1 This is not affected by the issue of subsequent policies
- 14.2 Policies apply from 0000 GMT on the commencement date specified in the certificate - unless another time is specified in your certificate

### 15 Currency

If we pay a claim in a currency other than the Member currency, we will convert limits of liability and deductibles from the Member currency at the rate prevailing:

- 15.1 in respect of liability claims, on the date on which you paid the claimant
- 15.2 in respect of equipment/property claims, on the date of the loss



## 兆豐產物船舶保險-Ship Operator 2015

### 16 Deductibles

- 16.1 Deductibles are specified in your certificate
- 16.2 Except as specified at 16.3/16.4, if there is more than one deductible for claims arising from the same accident only the highest one will apply
- 16.3 In the case of two or more of the following types of claim arising from the same accident a separate deductible will apply to each type of claim. (The highest deductible will apply, as at 16.2, if there is more than one deductible for any of the following types of claim)
  - a. handling equipment and/or property
  - b. business interruption
  - c. any other claim
- 16.4 In the case of claims under more than one cover, a separate deductible will apply to each cover

### 17 Discretion

- 17.1 Discretions, powers and duties in respect of your insurance may be exercisable by, or delegated to, us, the Directors or the Managers
- 17.2 We, the Directors and the Managers:
  - 17.2.1 may exercise, or refrain from exercising, any power or duty under the policy in our/their absolute discretion
  - 17.2.2 will be the sole judge of the issues on which the discretion is based and this judgment will be final and binding
  - 17.2.3 are under no obligation to disclose the reasons for the exercise of a discretion or to follow any particular procedure in exercising it
- 17.3 No act, omission or delay in enforcing the terms of your insurance will affect our rights and remedies under your policy and no waiver of a breach by you of the terms of your insurance will operate as a waiver of any subsequent breach. We may at all times and without notice insist on strict enforcement of the terms of your insurance

### 18 Double Insurance

If we and another insurer insure you for the same risk, we will exclude any claim to the extent that it is recoverable from the other insurer, or would be recoverable except for a double insurance exclusion

### 19 Employees

- 19.1 Subject to 19.2, we insure your employees, other than employees listed at G5:1.3.1, for risks for which you would have been insured if you had incurred the risk, but only:
  - 19.1.1 in connection with your insured services and
  - 19.1.2 while performing duties within the scope of their employment for the purpose of providing your insured services
- 19.2 We do not insure anyone listed at G5:1.3.1(a-e) or your employee, for liabilities to you or to your employee (or to your other employee)



## 兆豐產物船舶保險-Ship Operator 2015

### 20 English Language

If we issue a version of any part of your policy in a language other than English, this is for guidance only. The English version will take precedence in the event of any dispute or possible inconsistency

### 21 Eurozone

Where an amount in your policy is expressed in euro, this indicates a choice of currency of the Eurozone as a whole, not of any member state within the Eurozone. In the event of any replacement of the euro, introduction of a new currency, currency re-denomination or fixing of conversion rates by a member state, whether consequent on a withdrawal from the Eurozone or otherwise, we will deem any amounts expressed in euro to be convertible into GBP at the pre-existing Eurozone rate. Any dispute as to the currency of this contract shall be resolved exclusively by reference to the governing law of this contract as specified at 25 below.

Where it is necessary to identify a place of performance of the obligations in your policy, including in order to resolve any dispute as to the currency of the contract or as to jurisdiction, the place of performance is England

### 22 Fraudulent Claims

If you, or anyone acting on your behalf, makes a claim or seeks to obtain any benefit under your insurance which you know, or should have known, is in any respect fraudulent we may cancel all your insurances immediately. The cancellation will have the effect stated at 8 above

### 23 Indemnity

23.1 Unless the Directors in their discretion decide otherwise, it is a condition precedent that we will indemnify you for your loss only after you have:

23.1.1 discharged your liability to third parties or

23.1.2 repaired, replaced or reinstated your loss of insured equipment and/or property or

23.1.3 discharged your liabilities for losses

23.2 The Managers may, in their discretion, reimburse the costs of reasonable repair in cases where your owned damaged insured equipment/property is not repaired

### 24 Interest

We may charge you interest on amounts due not received by the due date. The rate is determined by the Directors in accordance with para 4.2 Part E Section 1 of the Bye-Laws



## 兆豐產物船舶保險-Ship Operator 2015

### 25 Law & Jurisdiction

- 25.1 Our insurance, and any other contract between you and us, is subject to English law. Every insurance which we provide and the rights and obligations of you (or anyone else) and us arising out of or in connection with the insurance is subject to and will be construed in accordance with English law
- 25.2 All disputes between you (or anyone else, including your broker) and us relating to or arising out of or in connection with the insurance (or application for or offer of insurance) or contract will be referred to London arbitration in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment. If the parties are unable to agree on a sole arbitrator within 21 days of the first party giving notice of a dispute and calling for the appointment of an arbitrator, then the Chairman of the General Council of the Bar of England and Wales will appoint a sole arbitrator. The submission to arbitration and all proceedings in connection with it will be subject to English law
- 25.3 In respect of disputes as at 25.2:
- 25.3.1 No other action or legal proceedings will be maintained against us unless and until the dispute has been referred to arbitration and the award has been published and become final
- 25.3.2 Our sole obligation is to pay any sum as directed by the final arbitration award
- 25.4 25.1-25.3 also apply to disputes involving:
- the Managers and Directors
  - anyone acting on our, or the Managers' or the Directors', behalf
  - your broker

### 26 Limits Structure

- 26.1 Limits are specified in your certificate
- 26.2 Total reimbursement in respect of a risk arising from a series of accidents arising from a cause or series of causes which are repeated, intermittent or continuous will not exceed the limit specified your certificate as applicable to a single accident
- 26.3 If the insured values of your insured equipment/property in respect of which a claim arises exceed the applicable limit specified in your certificate, the limit specified in your certificate will prevail
- 26.4 Limits are applied collectively to the assured and any joint assureds
- 26.5 An overall limit of USD 1 million each accident applies, unless otherwise specified in your certificate



## 兆豐產物船舶保險-Ship Operator 2015

### 27 Limits where more than one Risk arises from one Accident

- 27.1 Where different limits are specified for different risks arising from the same accident, we will apply each limit to the part(s) of the claim for which it is specified. But total reimbursement of the claim, including reimbursement of the different risks in respect of which different limits are specified, will not exceed the highest of the specified limits
- 27.2 If there are aggregate limits under a clause and under a paragraph within the clause, claims under the paragraph will:
- 27.2.1 count towards the limit under the clause and
- 27.2.2 not exceed the lesser of the unexhausted limit against:
- a. the clause or
  - b. the paragraph
- 27.3 Where the risks are under different covers, we will apply a separate limit to each cover

### 28 Loss Prevention

- 28.1 You will:
- 28.1.1 allow us to inspect your insured equipment/property
  - 28.1.2 comply with regulations applying to your insured equipment
  - 28.1.3 not habitually or intentionally overload your insured equipment - except for inspection/testing or to comply with regulations
  - 28.1.4 comply with regulations, and industry/national standards, relating to vertical tandem lifts
  - 28.1.5 maintain in good order, and use as appropriate, any protection provided for your insured equipment/property
  - 28.1.6 use your best endeavours to avoid or reduce risks of a claim under your equipment/property clauses
  - 28.1.7 comply with regulations relating to dangerous goods
  - 28.1.8 comply with regulations, and industry/national standards, relating to safety, security/anti-terrorism and people smuggling
  - 28.1.9 allow us to inspect your operations
  - 28.1.10 allow us to have copies of your contracts
  - 28.1.11 comply with our reasonable requirement to implement loss prevention measures
  - 28.1.12 maintain a tracking system allowing the location of insured equipment to be ascertained at any time
- 28.2 If you do not comply as at 28.1:
- 28.2.1 we may inform you, with at least 30 days notice, that your insurance is wholly or partly suspended until you do
  - 28.2.2 the Directors may in their discretion reduce or reject a claim which results wholly or partly from the failure to comply



## 兆豐產物船舶保險-Ship Operator 2015

### 29 Material Information

29.1 It is a condition precedent that you will:

- 29.1.1 provide full and accurate information in response to the Managers' request - in connection with your application for insurance, or at any other time
- 29.1.2 provide the Managers with all material information (pursuant to your duty of utmost good faith and whether or not requested by the Managers)
  - a. when you apply for insurance
  - b. when you seek an amendment to the terms of insurance
  - c. when the policy is reviewed - whether or not changes to the policy are agreed
  - d. promptly at any other time during the period of your insurance

29.2 If you fail to comply with 29.1, we may at the discretion of the Managers:

- 29.2.1 avoid the insurance
- 29.2.2 reject a claim which arises out of or is in any way related to misleading or inaccurate material information which should have been disclosed

29.3 If the Directors consider in their discretion that information specified at 29.1 adversely affects the nature of the risk under your insurance we may inform you, with at least 30 days notice, that we will cease to insure you

### 30 Mutual Premium

The price for your insurance is a mutual premium - unless the Managers agree that it will be a fixed premium, or a combination of the two

### 31 Overlapping Risks & Insured Services

- 31.1 Where we appear to insure a risk under more than one paragraph, we will insure it only under, and in accordance with, the paragraph which relates most directly to it
- 31.2 An express exclusion or qualification of a risk in one paragraph in your policy (whether or not by Additional Term & Condition) will override an inclusion or reference elsewhere in your policy
- 31.3 If we specifically exclude a risk in your policy, we do not insure you for it - even if the risk also arises in the course of your insured services

### 32 Paperless Trading

We insure you, subject to all other terms of your policy, for risks arising from your participation in any system of paperless trading/documentation approved by the Managers

### 33 Period of Insurance

We only insure you for risks arising from accidents which occur during the period of your insurance with us as specified in your Certificate





## 兆豐產物船舶保險-Ship Operator 2015

### 34 Premium Calculation

- 34.1 Premium may be:
- 34.1.1 a lump sum
  - 34.1.2 a deposit - which may be subject to a minimum and adjusted by an adjustment rate
  - 34.1.3 determined by applying an adjustment rate
  - 34.1.4 any combination of the above
- 34.2 If we calculate your premium by applying an adjustment rate you will provide the Managers with a declaration within 28 days after the adjustment date, to allow the premium to be calculated

### 35 Reduction of Claims

We will reduce claims by:

- 35.1 amounts which you receive or to which you are entitled by way of salvage
- 35.2 your interest in any residual value in insured property

### 36 Review Date

- 36.1 Not later than one month in advance of the review date the Managers may give the assured, or the assured may give the Managers - notice that on the review date:
- 36.1.1 a change in terms may be required or
  - 36.1.2 the insurance will cease
- 36.2 If notice is given as at 36.1.1 and no change is agreed by the review date:
- 36.2.1 the Managers may agree a *continuation period* - subject to agreed terms
  - 36.2.2 changes agreed during the *continuation period* will apply retrospectively from the review date - or as otherwise agreed
- 36.3 Your insurance will cease automatically:
- 36.3.1 on the review date if no change or *continuation period* is agreed
  - 36.3.2 on expiry of a *continuation period* if no change is agreed

### 37 Service of Notices

- 37.1 We will serve notices required by your insurance in accordance with the Bye-Laws Part F:
- 37.1.1 by post, fax or e mail to the assured or its broker, at the postal or electronic address or fax number last recorded by the Managers
  - 37.1.2 personally (on a director/officer in the case of a company)
- 37.2 Notice will be deemed served:
- 37.2.1 if sent by post - on the third day after posting, subject to 37.3
  - 37.2.2 if sent by fax or e mail - on the date of transmission
- 37.3 A notice terminating insurance for war, strikes riots & terrorist or piracy risks will be deemed served on the day it is posted, collected by courier or sent by fax or e mail



## 兆豐產物船舶保險-Ship Operator 2015

### 38 Set Off

- 38.1 Set off will not be taken into account in assessing amounts due from you to us - including set off arising from winding up or bankruptcy - even if we have allowed set off in the past
- 38.2 We may set off any amounts due from you to us against amounts due from us to you - without prejudice to any other clause or paragraph in your insurance

### 39 Surveys

- 39.1 The Managers may require a survey of your premises, operations, equipment or insured ships at any reasonable time, whether before or after your insurance has commenced.
- 39.2 We may, with at least 30 days notice, cease to insure you if:
- 39.2.1 you fail to comply with this requirement or
- 39.2.2 the results of the survey are, in the discretion of the Managers, unsatisfactory or
- 39.2.3 you fail to comply with the Managers' recommendations following a survey within a reasonable time

### 40 Terms

A term in your certificate which varies your policy will be subject to all other terms in your policy, except to the extent that it specifically varies them

### 41 Terrorism

If any term in your policy is inconsistent with compulsory terrorism insurance legislation, the compulsory legislation will prevail to the extent of this inconsistency



## 兆豐產物船舶保險-Ship Operator 2015

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### G3 CLAIMS

G3 applies to your entire policy – unless otherwise stated

#### 1 Notification

- 1.1 You will notify the Managers as at 1.2, and as directed in your certificate, of any accident likely to lead to a claim under your insurance *and* any claim made against you for which you are (or may be) insured
- 1.2 Notification as at 1.1 will be immediate, and in any case by the earliest of the following:
  - 1.2.1 in time for appropriate investigation, defence or mitigation  
- for example: by survey
  - 1.2.2 before terms are agreed for your next account year
  - 1.2.3 three months after the accident or claim as at 1.1

#### 2 Obligation of Member

- In the event of an accident or claim as specified at 1 above you will:
- 2.1 use all reasonable endeavours to avoid/minimise the risk
  - 2.2 give prompt notice to a third party who may be responsible
  - 2.3 use all reasonable endeavours to obtain maximum recovery from a third party as at 2.2 and avoid time bars. You will fail to comply with this paragraph (2.3) if you fail to take measures because of the possibility of a claim/counterclaim by the third party against you arising from the same accident, if we are prejudiced by this
  - 2.4 cooperate with the Managers:
    - 2.4.1 in the exercise of the powers specified at 7 below
    - 2.4.2 by promptly providing information/documentation and facilitating surveys
    - 2.4.3 by complying with the Manager's request to establish whether a claim arises from terrorism
  - 2.5 not admit liability or settle a claim without the Managers' prior agreement

#### 3 Presentation of Claims

- Claims for reimbursement from us will be presented within one year from:
- 3.1 Claims for loss of equipment/property: Date of loss
  - 3.2 Other claims, eg: liability or repair of equipment: Date of payment

#### 4 Proof of Loss

If you make a claim, you will if the Managers require, provide signed and sworn proof of your payment or loss and submit to examination on oath

#### 5 Directors Discretion

The Directors may in their discretion reduce or reject your claim if you fail to comply with 1-4 above - and in that event you will return to us sums already reimbursed



## 兆豐產物船舶保險-Ship Operator 2015

### **6 Distribution of Third Party Recoveries**

- 6.1 amounts recovered from third parties in respect of a claim will be credited to us to the full extent of the amounts which we have paid out, including costs of making the recovery
- 6.2 any balance will be credited to you to the extent of amounts which you have incurred (for example: deductibles)
- 6.3 any excess will be distributed equitably between you and us - taking into account amounts paid/incurred and the relevant dates

### **7 Powers of the Managers**

- 7.1 The Managers may, in respect of any claim or proceedings relating to a risk for which you are or may be insured:
  - 7.1.1 direct the conduct of the claim/proceedings
  - 7.1.2 settle, compromise or dispose of the claim/proceedings in their discretion
  - 7.1.3 at any time appoint - and discontinue the appointment of - lawyers, surveyors and others on your behalf, in connection with the claim/proceedings
- 7.2 The Managers may require from persons appointed as at 7.1.3 relevant advice, documents and information in their control:
  - 7.2.1 at any time - whether or not the appointment has been discontinued
  - 7.2.2 as if the persons were appointed to act and at all times had acted on our behalf
  - 7.2.3 notwithstanding legal or other privilege

### **8 Death, Injury & Illness**

1-7 above apply also to claims for death, injury and illness for which we would or might have insured you, except for a deductible



## 兆豐產物船舶保險-Ship Operator 2015

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### G4 REINSURANCE

#### 1 Structure

- 1.1 The *reinsured insurer* insures the *primary assured*, under a *primary insurance policy*
- 1.2 We reinsure the *reinsured insurer*

#### 2 Certificate of Reinsurance

We issue a *Certificate of Reinsurance* to the *reinsured insurer*

- 2.1 The certificate of reinsurance will specify the percentage which we reinsure and the terms of reinsurance
- 2.2 The certificate of reinsurance may also confer membership of the Association on the *reinsured insurer*

#### 3 Premium

- 3.1 The *reinsured insurer* pays a mutual premium - as set out in the certificate of reinsurance
- 3.2 The *reinsured insurer* will receive return of premium or pay additional premium at the same percentage as the percentage which we usually pay to our assureds - taking into account any override, commission, brokerage and other fees and adjusted proportionately in respect of:
  - 3.2.1 the period covered by the certificate of reinsurance
  - 3.2.2 the percentage of the liability of the *reinsured insurer* which we reinsure
- 3.3 G2:30 does not apply to the *primary insurance policy*

#### 4 More than One Reinsured Insurer

If there is more than one reinsured insurer under the certificate of reinsurance the reinsured insurers will be liable to us jointly, not severally, for any amounts due under the certificate of reinsurance

#### 5 Underwriting & Claims Control

- 5.1 It is a condition precedent that the *reinsured insurer* will:
  - 5.1.1 not exercise any of its powers, duties and discretions without the Managers' prior approval
  - 5.1.2 comply with G3:1-3
- 5.2 We will control handling of claims likely to affect our reinsurance



## 兆豐產物船舶保險-Ship Operator 2015

### 6 Definitions

The following words will be interpreted as stated below

#### 6.1 For the purpose of construing the primary insurance:

- |    |                                 |   |
|----|---------------------------------|---|
| a. | <i>we/us</i>                    | <i>the Reinsured Insurer</i>                                    |
| b. | <i>you/the assured</i>          | <i>the Primary Assured</i>                                      |
| c. | <i>the Managers</i>             | <i>the Managers for the time being of the Reinsured Insurer</i> |
| d. | <i>Certificate of Insurance</i> | <i>Certificate of Reinsurance</i>                               |

#### 6.2 For the purpose of construing the reinsurance:

- |    |                                 |                                   |
|----|---------------------------------|-----------------------------------|
| a. | <i>we/us</i>                    | <i>the Reinsurer</i>              |
| b. | <i>you/the assured</i>          | <i>the Reinsured Insurer</i>      |
| c. | <i>the Managers</i>             | <i>as at G5:1.3.4</i>             |
| d. | <i>Certificate of Insurance</i> | <i>Certificate of Reinsurance</i> |
| e. | <i>Insurance</i>                | <i>Reinsurance</i>                |
| f. | <i>Policy</i>                   | <i>Reinsurance Policy</i>         |

### 7 Primary Insurance

The term *primary* is used in this clause solely to distinguish the insurance of the primary assured by the reinsured insurer and does not mean that the insurance is primary to any other insurance



## 兆豐產物船舶保險-Ship Operator 2015

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### G5 DEFINITIONS

#### 1 Introduction

##### 1.1 Application

In any documentation relating to an offer or policy of insurance the words listed below have the meaning set against them - if not inconsistent with the context

##### 1.2 Layout

1.2.1 capitals, italics, bold type and variable font sizes are used for clarity or emphasis, but are not relevant to the interpretation of the insurance

1.2.2 text is *generally* (although not necessarily) underlined, for guidance only, to indicate that a word or phrase is included in the list at 2 below

##### 1.3 You and We

###### 1.3.1 *You/your* means:

an assured and any joint assured (or co-assured) under the assured's insurance - as designated in the certificate(s) and any of the following in respect of a designated assured/joint assured:

- a. director or board member
- b. commissioner
- c. president/vice-president or chief executive (or equivalent)
- d. partner (including salaried partner)
- e. senior employee with direct responsibility to the board or president/vice-president or chief executive (or equivalent) for the insured service in respect of which a claim arises
- f. sole trader

###### 1.3.2 *We/us/the Association (our)* means:

*the Club (Club's)*, ie: Through Transport Mutual Insurance Association Limited or TT Club Mutual Insurance Limited, whichever one is providing the insurance cover in any particular case

###### 1.3.3 *Assured/Joint Assured* means:

the person(s) so designated in your certificate

###### 1.3.4 *The Managers* means:

the Managers of the Club (or its branches) as defined at 1.3.2 and their employees and agents acting within the scope of their authority

###### 1.3.5 *The Directors* means:

the Board of Directors for the time being of the Club as defined at 1.3.2



## 兆豐產物船舶保險-Ship Operator 2015

### 1.4 Documentation

#### 1.4.1 *Policy (of insurance)* means:

the terms of your insurance with us, as set out in the Act, the Bye-Laws and your certificate of insurance (and schedules) - which incorporates, to the extent stated in the certificate in each particular case, your policy book (as at 1.4.6)

#### 1.4.2 *Certificate and/or Certificate of insurance* includes:

endorsements, schedules in addition to the certificate

#### 1.4.3 *Cover* means:

a grouping of clauses, *for example* Transport and Logistics Operator cover

#### 1.4.4 *Clause* means:

a constituent, numbered part of your cover, *for example* T1 - Cargo Liabilities as part of the Transport and Logistics Operator cover

#### 1.4.5 *Paragraph* means:

a numbered paragraph within a clause, *for example* T1:4 - limits applying to valuable cargoes within the Transport Operator cover for Cargo Liabilities

#### 1.4.6 *Policy Book* means:

a collection of clauses (as at 1.4.4) which are, wholly or partly, incorporated into your policy by means of your certificate

### 1.5 General Interpretation

#### 1.5.1 *May* is "permissive"

#### 1.5.2 *Will* is "imperative"

#### 1.5.3 Singular words include the plural - and vice versa

#### 1.5.4 Words representing persons, eg *anyone, another person, someone else*, also include companies and associations





## 兆豐產物船舶保險-Ship Operator 2015

### 2 The Definitions

#### **Accident** (*general definition*)

one fortuitous event or occurrence or a series of events or occurrences arising from one fortuitous event or occurrence

#### **Accident**

(*qualifies the general definition above in respect of Property, Handling Equipment & Business Interruption where these form part of the cover*)

#### **Storm Earthquake Flood SR&T Risks:**

The extent of an accident is limited to 72 consecutive hours if the cause of the loss/damage insured under the property, handling equipment and business interruption clauses is one of the following (or if an accident includes one or more individual losses or damage arising from one or more of the following):

- storm
- earthquake/volcanic eruption
- flood (subject also to the conditions below)
- strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)

You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:

- no two periods overlap *and*
- no period commences before your first recorded individual loss in that event during the period of your insurance

#### **Flood**

In the case of flood, *accident* means, additionally, loss/damage, wherever occurring, arising between the movement of water into or over the insured property and its receding, regardless of the time involved *except* that no *accident* will be deemed to:

- start before your first recorded individual loss in that accident occurring during the period of your insurance *or*
- extend beyond 30 days after you cease to be insured

#### **Account year**

the annual period of the insurance of the assured commencing each year on the date shown in your certificate

#### **Act**

- in respect of Through Transport Mutual Insurance Association Limited  
- the Through Transport Mutual Insurance Association Limited Consolidation and Amendment Act (Bermuda 1993) (and every amendment thereto in force)
- in respect of TT Club Mutual Insurance Limited - the Memorandum of Association

#### **Adjustment date**

the date on which the declaration of your gross freight receipts, gross annual income or similar earnings, insured values, movements, handling or any other agreed adjustment factor is to be made



## 兆豐產物船舶保險-Ship Operator 2015

### Adjustment rate

one of the following rates, as specified in your certificate:

- a rate on your gross freight receipts or gross annual income or similar earnings during an account year
- a rate per movement or handling during an account year
- a rate per annum on the insured value of equipment
- any other rate agreed by the Managers

### Advertising injury

injury arising from one or more of the following offences:

- oral/written publication of material which slanders or libels anyone or disparages anyone's goods, products or services
- oral/written publication of material which violates anyone's right of privacy
- misappropriation of advertising ideas or style of doing business
- infringement of copyright, title or slogan

### Agree/agreed/agreement

means *agree (etc) in writing*

### Agreed value

an amount agreed in advance between you and the Managers, and stated in your certificate, which we will reimburse in case of total loss of insured equipment or property

### Aircraft

includes aeroplane/helicopter (fixed or rotary wing), airship and balloon

### All risks policy

policy covering fortuities generally though not inevitabilities such as wear and tear or depreciation etc. and subject to express exclusions

### Amount due (from you)

any of the following amounts due from you to us:

- all or part of any mutual/fixed/supplementary/release premium
- any amount due from you in respect of a claim
- any amount due from you in respect of interest
- any other sum due for any reason whatsoever

### Applicant

the assured or the party completing policy application documents

### Approved contract

contract included in your Approved Contracts Schedule

### Asbestos

asbestos in any form whether or not the asbestos was at any time:

- airborne as a fibre, particle or dust
- contained in or formed as part of a product, structure or other real or personal property
- carried on clothing
- inhaled or ingested
- transmitted by any other means



## 兆豐產物船舶保險-Ship Operator 2015

### Assets Schedule

that part of your certificate which lists insured assets, which may be carrying/handling equipment, property or insured ships

### Authority

- any central or local government, or agency of such government
- any body or person empowered to make regulations or issue directions in relation to:
  - the administration of any seaport, airport or railway
  - the import, export or transport of any cargo
  - safety of working conditions
  - immigration
  - the imposition of any tax or duty
  - the control of pollution
- any court or tribunal

### Avalanche

includes mudslide

### Barratry

intentional sinking of a vessel by the master or crew to the prejudice of, and without the connivance of, the owner

### Berth

any quay, jetty, pier, wharf or other structure or object alongside which ships moor

### Breach of copyright

includes infringement of plans, patents, trade names, trade marks and registered designs

### Breakbulk

cargo (unless in bulk) which is not in carrying equipment, when carried on board a ship

### Broker

an insurance broker, consultant or other intermediary or agent directly or indirectly involved in dealing on your behalf as regards your insurance

### Broker (in USA)

a person, who may be characterised as a load, freight, truck, property, transportation or cargo broker, and who, for compensation, arranges, or offers to arrange, the transportation of cargo by a carrier

### Broker (Customs/Customs House)

a person who represents, or acts as the agents of, a principal in clearing goods through customs, including preparation and submission of paper and electronic documentation and communicating with authorities on the principal's behalf

### Bulk

unpackaged goods of a homogeneous nature

### Bullion

gold, silver or platinum in bars or similar form



## 兆豐產物船舶保險-Ship Operator 2015

**By**

includes *on behalf of*

**Bye-laws**

as the case may be:

- the Bye-Laws for the time being of Through Transport Mutual Insurance Association Limited or
- the Articles of Association for the time being of TT Club Mutual Insurance Limited

**Cargo**

goods and property in respect of which you contract to provide services, or in which you have an insurable interest, including:

- carrying equipment *unless* supplied by you
- anything used or intended to be used to pack or secure goods, carried from one place to another place

**Cargo broker**

see *Broker*

**Carried**

includes *intended for carriage and having been carried*

**Carrying equipment**

any container, chassis, trailer, rolling stock, genset, swap body, igloo and anything else specified as carrying equipment in your assets schedule

**Cash**

bank notes and coins (whether or not currently legal tender) - and travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services

**Cessation of work**

loss/damage as a result of strikes, labour disturbances or locked out workers - *except* physical loss/damage directly caused by strikers, locked out workers or similar persons - arising from:

- cessation of work (total or partial)
- cessation, interruption or retarding of any process or operation

**Charter(chartered)**

a time, voyage, space or slot *charter*, but *not* a bareboat charter (*chartered* under a time, voyage, space or slot charter)

**Chassis**

- a trailer or semi-trailer designed to be hauled by a truck or tractor and used for the transportation of containers or intermodal cargo
- a part, including spares and accessories, of a chassis
- plant, tools or materials for the maintenance or repair of a chassis

**Claim**

your claim on us under your insurance



## 兆豐產物船舶保險-Ship Operator 2015

### Clean Up Costs

costs of removal of a pollutant after pollution of land, sea, the atmosphere, any watercourse or body of water

### Combined single limit

the limit to which a total claim in respect of one accident, parts of which arise from different risks, will be subject

### Computer

a device which accepts information in digital form and processes it for some result based on a program or sequence of instructions and which can perform substantial computation, including numerous arithmetic operations or logic operations - including the base unit but not a keyboard, monitor or other peripheral

### Condition precedent

a condition which must be fulfilled for the Club to be liable under your policy

### Container

- an article of transport of permanent character fitted with corner castings specifically designed to facilitate transport by more than one mode of carriage
- plant tools or materials for the maintenance or repair of a container

### Contract (contractual)

any contract relating to your insured services, including a port statute, port tariff and port regulations to which you are subject (relating to such a contract)

### Contract services (in USA)

services customarily performed by a transporter of cargo, terminal, port, depot or warehouse operator or services incidental to the transport of cargo or operation of a port

### Conveyance

any ship, aircraft, road vehicle or rail wagon used or intended to be used for the carriage of cargo

### Costs

includes expenses

### Customer

any person for whom you provide, directly or through your subcontractors, insured services

### Customs broker

see *Broker*

### Cyber attack

use of any computer, program, virus, or any other electronic system/process as a means of inflicting loss

### Damage protection plan

an agreement between you and a customer whereby, in return for additional premium, the lessee is relieved of its obligation under the leasing contract to pay for repair of damage to equipment during the period of the lease



## 兆豐產物船舶保險-Ship Operator 2015

**Death, injury or illness**

includes hospital, medical and funeral expenses

**Death or injury**

includes hospital, medical and funeral expenses

**Declaration**

declaration of information which is to be provided by you to us in order to calculate your premium

**Defamation**

libel, slander and publication or utterance of disparaging material in violation of privacy rights

**Deposit**

the part of the premium payable each account year in advance, adjusted at the adjustment rate on the adjustment date, subject to any applicable minimum

**Depreciated value**

the value of an item depreciated in annual increments, in a straight line, down to its estimated residual value at the end of its useful life

**Designated outside entity**

an entity so designated in your Designated Outside Entity Schedule

**Designated person**

a person so designated in your Designated Persons Schedule

**Earthquake**

includes seaquake, tsunami and seismic activity

**Electrical**

includes *electronic*

**Electronic components**

integrated circuits, system boards and SIM cards, computer memory and computer processors, CD-ROM drives, DVD drives, sound cards, video cards and modems

**Employee (your)**

a person defined as your employee by the law which applies where he or she provides services

**Employment benefit**

wages, salaries, bonuses, incentives, perquisites, fringe benefits or other payments, entitlements or benefits owed to any employee as a result of an employment contract

**Employment contract**

any contract of employment between the assured and an employee

**Equipment**

carrying or handling equipment



## 兆豐產物船舶保險-Ship Operator 2015

**Executive officer**

any director, board member, commissioner, president, vice-president or managerial employee

**Expendable/replaceable parts**

flexible drives, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, trailing wires and cables, flexible pipes and hoses, jointing and packing materials, transistors, fuses and similar electrical components

**FDA Agent**

Food and Drugs Administration US Resident Agent

**Financial lessor**

lessor of property/equipment under an agreement or option to purchase

**First aid post**

premises providing medical services staffed by part time and/or volunteer personnel who are not qualified doctors or paramedics

**Fiscal representative**

a person acting as representative for tax or duty purposes or as otherwise defined in any applicable national or international law or convention

**Fixed premium**

price (or any part of price) for insurance which has not been agreed to be a mutual premium

**Flood**

rising water, surface water, waves, tidal waves, tidal water, storm surge, overflow of streams, rivers, lakes, ponds or other bodies of water, spray from any of the foregoing, all whether driven by wind or not

**For example (eg)**

means *by way of example without limitation of the generality of the foregoing*

**Freight broker**

see *Broker*

**Freight forwarder**

a transport operator providing services, which may include documentation and customs clearance, as agent or principal, but subcontracting all physical carriage and handling to one or more operators

**General average**

sacrifice or expenditure to save property involved in a sea voyage, to which, in principle, all owners of the saved property contribute proportionately

**Gross freight receipts**

gross revenue plus payments to agents and subcontractors in respect of services as transport operator, but excluding customs duty, sales tax or similar fiscal charges, paid on behalf of customers



## 兆豐產物船舶保險-Ship Operator 2015

### Gross revenue

revenue net of payments to agents and subcontractors in respect of services as transport operator

### Handheld electronic products

products designed primarily for the storage, management, use or transmission of information by electronic means (for example: organisers, computer games, remote control devices), but not products in which the electronic component only controls another, mechanical or other, function (for example: toothbrushes, power tools)

### Handling equipment

- an item of machinery or other apparatus (not being an aircraft, container, locomotive, ship or trailer) used for the handling, movement or storage of cargo or carrying equipment, and operations incidental to such activities
- a part, including spares and accessories, of handling equipment
- plant, tools or materials for the maintenance or repair of handling equipment or of any customer's equipment
- anything specified as handling equipment in your Assets Schedule

### Haulage Operator

an actual road carrier

### Host Liquor

supplying alcoholic beverages in the course of your insured services other than in the business of manufacturing, distributing, selling or serving alcoholic beverages

### Illegal trade

handling, movement, storage of, or transaction in, people, goods, cargo or money in the course of trade which is prohibited by national law or international agreement/convention

### Impaired property

tangible property, other than your product or your work, that cannot be used or is less useful because:

- it incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous or
- you have failed to fulfil the terms of a contract and which can be restored to use by:
  - the repair, replacement, adjustment or removal of your product or your work or
  - your fulfilling the terms of the contract

### In writing/written

visibly expressed in any permanent mode, including telegram, fax and electronic means

### Includes/including

means *includes/including without limitation of the generality of the foregoing*





## 兆豐產物船舶保險-Ship Operator 2015

**Incur as an employer**

incur liabilities which would not have arisen but for your employer-employee relationship, including liabilities under any state or private workers compensation insurance, disability benefits or similar law or scheme

**Indemnity value**

the cost of replacing an item of insured equipment/property with equipment/property of the nearest (but no worse) specification, age and condition, and any labour, dismantling, freight and erection costs of the replacement equipment/property but only to the extent that the total of such costs does not exceed the insured value

**Indirect declarant**

a person making a customs declaration in his/her own name but on behalf of someone else or as otherwise defined in any applicable national or international law or convention

**In flight**

the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run and its engines are shut down

**Insanity**

being or becoming incapable by reason of mental disorder of managing and administering property and affairs

**Insured**

insured by us in accordance with applicable terms

**Insured berth**

a berth at your insured location, unless otherwise stated in your certificate

**Insured (carrying/handling) equipment**

equipment specified in your Assets Schedule

**Insured contract (in USA)**

- contract for the lease of premises. However, that portion of the contract that indemnifies anyone for damage to fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract
- a sidetrack agreement
- an easement or licence agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad
- an obligation, required by ordinance, to indemnify a municipality, except in connection with work for a municipality
- an elevator or maintenance agreement
- that part of any contract pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of someone else to pay for bodily injury or property damage to a third party. Tort liability means a liability that would be imposed by law in the absence of a contract



## 兆豐產物船舶保險-Ship Operator 2015

This definition does not include any part of a contract which:

- indemnifies a railroad for bodily injury or property damage arising from construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing
- indemnifies an architect, engineer or surveyor for injury or damage arising from:
  - preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications or
  - giving directions/instructions, or failing to give directions/instructions, if that is the primary cause of the injury or damage or
- under which the assured, if an architect, engineer or surveyor, assumes liability for injury/damage arising out of the insured's rendering, or failing to render, professional services, including those listed above, and supervisory, inspection, architectural or engineering activities

### **Insured location**

the location at which you provide any insured services and in respect of which the Managers have agreed that you are insured, and which is included in your Insured Location Schedule (or Assets Schedule)

### **Insured property**

property *at the locations specified in your certificate* which is

- specified in your certificate or
- third party property in your care, custody and control which you are legally liable to insure against physical loss and damage

### **Insured services**

services set out in your certificate in respect of which the Managers have agreed that you are insured

### **Insured ship**

a ship specified in your Assets Schedule

### **Insured trading area**

the area stated in respect of each ship in your Assets Schedule

### **Insured value**

an amount which may be the new replacement value, depreciated value, indemnity value, agreed value, market value or cost of reinstatement, as stated in your certificate, which the Managers have agreed to pay in the event of a total loss of an insured item. Where no amount is stated in the certificate, the insured value will be the market value

### **Joint service partner** (see also *partner*)

a ship operator or NVOC with whom you operate a joint service

### **Joint venture partner** (see also *partner*)

an operator with whom you pool equipment in order to operate a joint service

### **Lack of due diligence**

failure to exercise reasonable skill, care and competence in the circumstances



## 兆豐產物船舶保險-Ship Operator 2015

### Land

includes buildings and other things fixed to land so as to become part of it, mines, subsoil and airspace

### Landlord port authority

an authority which owns or is responsible for the infrastructure of a port, but which does not itself handle cargo (either directly or through subcontractors) and which itself undertakes activities or operates facilities (either directly or through subcontractors) in respect of which we insure it only if, and to the extent, specified in your policy

### Lease/leased/lessor/lessee

includes rent, hire and borrow (with or without payment), but excludes:

- re-positioning of carrying equipment in respect of which payment is not made or received
- use of containers owned by a ship operator to carry cargo on the ship operator's ships

### Leased worker

a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties relating to the conduct of your business. Leased worker does not include temporary worker

### Leasing contract

a contract approved by the Managers for the purposes of your lessor cover whereby you lease equipment to a customer on terms, amongst others, that the customer will be responsible for all physical loss/damage of the equipment (other than fair wear and tear) from the time the customer takes delivery of it until either the customer redelivers it to you or you repossess it, and will also be responsible for all third party liabilities arising from its condition or use during that period

### Liability (liable)

means *legal liability (legally liable)*

### Liquidated damages

a fixed sum agreed in advance under your contract with your customer as payable in the event of a breach of the contract

### Load broker

see *Broker*

### Logistics operator

an operator:

- undertaking supply chain management, defined as planning, implementing and controlling the flow and storage of goods, services and related information from point of origin to point of consumption
- operating under contracts specified in your Approved Contracts Schedule which extend liability provisions, for example: to just in time delivery, assembly (including packing, labelling and bar coding) and financial penalties for failure to conform



## 兆豐產物船舶保險-Ship Operator 2015

**Loss**

liability, bodily injury, personal injury, illness, death, damage or costs

**Loss Payee**

includes mortgagees and mortgagors specified in your Loss Payee or Loss Payee Joint Assured Schedule

**Lump sum**

a premium not subject to adjustment by means of an adjustment rate

**Market value**

the sale value of an asset on the open market in the condition in which it was immediately before the accident

**Material information**

information and facts, and any changes in information and facts, which you know or ought to know, and which would influence us in fixing the premium or determining whether we will take the risk or accept an amendment which you seek, and, if so, on what terms, *including*:

- any material change/addition to information already given
- any merger, amalgamation or division affecting you
- opening/closing of business premises

**Medical centre**

premises providing medical services and staffed by qualified doctors or paramedics

**Microorganism**

mould, mildew, fungus, spores or other microorganism of any type, including any substance the presence of which poses actual or potential threat to health

**Model conditions**

conditions held on our website for Members' use, eg: *Series 100 Bill of Lading*

**Money damages**

any monetary compensation for past loss

**Mutual premium**

price (or any part of price) for insurance which is subject to supplementary, return, and release premiums in accordance with Part E of the Bye-Laws

**NVO(C)C (non vessel owning (common) carrier)**

a carrier, who is not a ship operator, providing freight forwarder services as a principal, usually under a bill of lading

**Navigational aids**

provision and maintenance of:

- marine navigational aids
- charted and advertised water depths
- buoyage and lighting for fairways, wrecks and obstruction
- navigational information and warnings



## 兆豐產物船舶保險-Ship Operator 2015

**New for old**

without deduction for depreciation

**New replacement value**

cost of replacing an asset with a new item of the nearest (but no worse) specification available, and any labour, dismantling, freight and erection costs of the replacement asset

**Non-contractual**

other than under a contract

**Notice**

notice in writing

**Nuclear weapon**

any weapon of war employing nuclear fission or fusion or other like reaction or radioactive force or matter

**Off lease (equipment)**

equipment which at the time of an accident giving rise to a claim under your lessor cover was not on lease

**Officials claim**

a written demand for money damages arising from a wrongful act. All officials claims against you arising from the same wrongful act, or from logically or causally connected wrongful acts, will be considered as one officials claim. All such officials claims will be considered first made at the time the earliest such officials claim was made against you

**Officials liability**

money damages which you become legally obligated to pay by reason of a wrongful act.

Officials liability does not include:

- sanctions, fines or penalties
- liquidated damages as provided under a contract or statute
- return of taxes, assessments, penalties, fines or fees
- salaries and wages of any assured, other official, employee or member or officer of the assured, or any government body in connection with the investigation or defence of claims
- matters uninsurable under the law or against public policy
- employment benefits owed as a result of a written employment contract that is not the result of a collective bargaining agreement

**On lease (equipment)**

equipment which at the time of an accident giving rise to a claim under your lessor cover:

- was on lease to your customer pursuant to a leasing contract or
- had been leased to your customer under a leasing contract which had terminated by reason of default or breach of the customer and had not yet been redelivered to or repossessed by you



## 兆豐產物船舶保險-Ship Operator 2015

**Operation of airfield control tower**

includes control only of aircraft on the ground and during take off and landing

**Operator**

a person who owns, leases, charters or otherwise operates means of transport or storage or handling facilities specified in your insured services

**Oversea ship**

a ship carrying insured equipment from one port or place to another when the voyage includes a sea passage

**Overspill claim**

that proportion of a political risks claim which is unpaid as a result of the total political risks claims for the political risks account year exceeding the political risks maximum and which is carried forward to the next political risks account year

**Own/owned/ownership**

includes lease purchase and bareboat charter

**Partner**

a person defined by applicable company law as a partner  
(see also *joint service/venture partner*)

**Period of insurance**

does not include any extended reporting period

**Personal property**

all property except land

**Picking**

removal of a full pallet of a single product line from a storage position to fulfil an order

**Piracy risks**

risks arising from any criminal acts of violence, detention, rape, or depredation committed for private ends by the crew or the passengers of a private ship or aircraft that is directed on the high seas (both outside and within international waters) against another ship, aircraft, or against persons or property on board a ship or aircraft

**Pocking**

selection of products to fulfil an order of less than a full pallet

**Pollutant**

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, liquid, gas, oil, petroleum substance or derivative acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

**Pollution**

the emission, discharge, dispersal, release or escape of a pollutant into or upon land, sea, the atmosphere, any watercourse or body of water which is not naturally present in the environment in the amounts/concentrations discovered



## 兆豐產物船舶保險-Ship Operator 2015

**Port**

includes harbour

**Port authority**

includes port operator, harbour board, harbour authority or harbour operator

**Precious jewellery**

jewellery made from precious stones or precious metal

**Precious metal**

gold (any carat and any colour), palladium, platinum, silver and objects made of or plated with precious metal (as defined here)

**Precious stones**

diamonds, emeralds, sapphires and rubies - except where made up into precious jewellery

**Premium**

(used on its own) means a mutual premium, a fixed premium or a combination of the two

**Products liability**

liability for loss/damage of property or bodily injury arising from any product, including containers packaging or labelling, which:

- is sold, supplied, erected, constructed, repaired, altered, treated, converted, installed, processed, manufactured, tested, serviced, or hired out by or through you and
- has ceased to be in your possession, care, custody or control and
- is defective for the purposes of applicable products liability law

**Professional services**

includes preparation/approval of maps, charts, plans, reports, surveys, designs, calculations or specifications and supervisory, inspection, engineering or data processing services and services of or in the nature of a profession which would normally be insured by a professional Indemnity Insurer (whether actually insured or not) - and advice of a professional nature

**Project cargo**

cargo which, because of its size, weight or other characteristics, requires special arrangements for carriage

**Property broker**

see *Broker*

**Quiet use**

freedom from interference in enjoyment of the property by the seller or by anyone claiming through the seller



## 兆豐產物船舶保險-Ship Operator 2015

### Radioactive/nuclear risks

risks caused or increased (directly or indirectly) by:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of:
  - an explosive nuclear assembly or nuclear component thereof or
  - *source material, special nuclear material or by product material* as defined by the US Atomic Energy Act 1954 (and amendments) or
  - radioactive products carried as cargo - other than *excepted matter*

*excepted matter* is defined under s26(i) of the United Kingdom Nuclear Installations Act 1965 as nuclear matter consisting only of one or more of the following:

- isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes
- natural uranium
- any uranium of which isotope 235 forms not more than 0.72 per cent.
- nuclear matter of such other description, if any, in such circumstances as may be prescribed (or, for the purposes of the application of this Act to a relevant foreign operator, as may be excluded from the operation of the relevant international agreement by the relevant foreign law)

### Refurbishment

stripping equipment to its skeleton - in the case of a chassis this means to axles/frame - and then replacing *everything*, whether it needs replacement or not

### Regulations

means *regulations made by any authority*

### Reinstatement

in the case of:

- |   |                 |
|---|-----------------|
| ▪ total loss of a building:                     | Rebuilding      |
| ▪ total loss of an asset other than a building: | New Replacement |

### Review date

the date on which your policy is reviewed as stated in your certificate

### Risk

(legal) liability, loss, damage or costs

### Road vehicle

a vehicle with integral means of mechanical or electrical propulsion for use on public roads

### Rolling Stock

railway wagon without integral means of mechanical or electrical propulsion

### Seaman

any person (including the master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board a ship





## 兆豐產物船舶保險-Ship Operator 2015

### Securities

bonds, negotiable instruments or securities of any kind

### Semi-trailer

- a trailer constructed to be attached to, and supported at its forward end by, the fifth wheel device of a tractor - but excluding for the purposes of your policy any semi-trailer which is defined as a chassis
- a part, including spares and accessories, of a semi-trailer
- plant, tools or materials for the maintenance or repair of a semi-trailer

### Ship

boat (whether self propelled or not), hovercraft and any other vessel or structure for use in navigation on, under, over or in water

### Ship operator

the owner, part owner, operator, charterer or manager of a ship

### Slot charter

an agreement under which the shipowner agrees to place a certain number of container slots at the charterer's disposal

### Space charter

an agreement under which the shipowner agrees to place part of the ship's capacity at the charterer's disposal

### Specified lessee

a lessee specified in your Specified Lessee Schedule

### Statutory obligation

any obligation, liability or discretion imposed by any legislative enactment, decree, order or regulation having the force of law in any country

### Stocktaking

counting and recording items in your care, custody or control whether as a routine control measure or for a specific purpose in the course of your insured services, for example: to arrange carriage or delivery

### Storm

includes hurricane, typhoon, windstorm, rainstorm or tornado

### Strikes riots & civil commotion risks

risks arising from strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

### Strikes riots & terrorist risks

risks arising from:

- strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
- terrorists or persons acting from a political motive

### Subsidence

includes landslip and heave



## 兆豐產物船舶保險-Ship Operator 2015

### Suit

a proceeding in a court of law where money damages may be awarded

### Temporary worker

a person who is furnished to you to substitute for a permanent employee on leave to meet seasonal or short term workload conditions

### Terrorism (terrorist)

(an act of) any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes to:

- overthrow or influence any government (de facto or de jure) or
- put the public in fear for such purposes by force or violence

### Terrorism class

as defined in the *Pool Reinsurance Company Limited 2002* rules for the purposes of reinsurance of risks arising from terrorism. The classes are (in brief):

- property damage/buildings
- property damage/other property (including handling equipment)
- business interruption
- book debts

### Terms

includes *conditions, exclusions, qualifications* and (where applicable) *price*

### Third party

anyone other than us, the assured or a joint assured (or co-assured)

### Third party liability

- liability for physical loss of or damage to third party property and for resulting consequential loss
- liability for death, injury or illness of any third party, and for resulting consequential loss

### Third party property

any property of a third party except:

- cargo
- property leased to the assured or a joint assured  
(for example: equipment, land or buildings)

### Trailer

- a vehicle, without integral means of propulsion, designed to be hauled by a truck or tractor for the purpose of transporting goods
- a part, including spares and accessories, of a trailer
- plant, tools or materials for the maintenance or repair of a trailer

### Transit storage

storage of cargo during, or immediately before or after, carriage (which is other than solely local distribution), if at the commencement of such storage it was intended that the storage would not exceed 30 days



## 兆豐產物船舶保險-Ship Operator 2015

**Transportation broker**

see *Broker*

**Transport operator**

a person undertaking transport of cargo, either directly or through a subcontractor, which may include transit storage and incidental handling

**Truck broker**

see *Broker*

**Unspecified lessee**

a lessee other than a specified lessee

**Valuable papers**

formal documents expressing property, or debt, relations between parties and classified as follows:

- share capital certificates if it is possible to receive credit from a bank on the document
- bond certificates - issued by both companies and governments
- documents expressing proprietary interests including bills, cheques, warrants, certificates of deposit, bills of lading and other commercial papers
- international valuable papers including euroshares and eurobonds

**Valuable works of art**

includes antiques, paintings, furniture, sculptures, tapestries, collectibles or objects for display, if the value exceeds USD 20,000 each item or set of items

**Vertical tandem lift**

lift of more than one container linked together vertically

**War risks**

- war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- capture, seizure, arrest, restraint, detainment (piracy excepted), confiscation or expropriation and the consequences thereof and attempts thereat
- mines, torpedoes, bombs, rockets, missiles, shells, explosives or other similar weapons of war, whether active or derelict

**Wear and tear**

wastage, wearing away or wearing out of any material or part arising from ordinary usage or working, or other gradual deterioration, rust, oxidation, corrosion, or erosion, including slowly developing deformation, distortion, cracks or other flaws



## 兆豐產物船舶保險-Ship Operator 2015

### **Winding up/bankruptcy**

- in the case of a corporation:
  - the passing of a resolution for voluntary winding up
  - an order being made for compulsory winding up
  - dissolution
  - appointment of a receiver or manager of all or part of the business or undertaking
  - possession being taken by a secured party of any property
  - commencing proceedings under any insolvency laws to seek protection from creditors or to reorganise its affairs
- in the case of an individual:
  - having a receiving order made against him/her
  - becoming bankrupt
  - making a composition or arrangement with creditors generally

### **Wrongful act**

any act, error or omission by an executive officer of the assured acting in his/her representative capacity as such, or any matter claimed against an executive officer solely by reason of his/her status as executive officer of the assured, constituting a breach of a duty imposed by law or breach of an employment contract

### **Your country**

any country in which:

- you are incorporated or
- the management of your business is conducted or
- your principal place of business is situated

### **Your product**

any goods, other than real property, manufactured, sold, handled, distributed or disposed of by:

- you
- others trading under your name
- anyone whose business or assets you have acquired
- containers (other than vehicles), materials, parts or equipment furnished in connection with your goods or products

*Your product includes:*

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product *and*
- the providing of, or failure to provide, warnings or instructions

### **Your work**

- any work or operations performed by you or on your behalf and
- any materials, parts or equipment furnished in connection with this work or operations

*Your work includes:*

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work *and*
- the providing of, or failing to provide, warnings or instructions



兆豐產物保險股份有限公司  
Chung Kuo Insurance Company, Limited

106.08.28 兆產備字第 1065100183 號

客戶申訴及 24 小時服務專線: 0800-053-588

## 兆豐產物船舶保險-Ship Operator 2015

# Additional Interests



## 兆豐產物船舶保險-Ship Operator 2015

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### J1 LOSS PAYEE

**1 The Schedule identifies**

Loss payees in respect of specified equipment, property or ships supplied or financed for use in the assured's insured services and the agreements under which the equipment, property or ships are supplied or financed

#### Qualifications

**2 Payment**

We will pay claims for physical loss/damage of an item specified at 1 above:

- 2.1 to the order of the assured - unless and until we receive valid notice from the loss payee that the assured is in default under the agreement specified at 1 above
- 2.2 to the order of the loss payee on receipt of a notice as at 2.1

**3 General Qualifications**

- 3.1 We are not bound to pay as specified at 2.2:
  - 3.1.1 until the expiration of the next two business days after receipt of the notice
  - 3.1.2 if the Managers are not satisfied that the notice specified at 2.2 is valid
- 3.2 The assured/loss payee will clearly identify the equipment, property or ship involved which is the subject of the loss payee clause.
- 3.3 If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata

**4 Cesser**

A loss payee will cease to be a loss payee:

- 4.1 as specified in the Schedule
- 4.2 on expiry/termination of an agreement specified in the Schedule
- 4.3 on cancellation/cessation of the assured's insurance

**5 Notice to Loss Payee**

- 5.1 We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:
  - 5.1.1 as specified at G2:36.3 or
  - 5.1.2 due to war, strikes riots & terrorist and piracy risks
- 5.2 If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the loss payee
- 5.3 We will serve notice to the loss payee:
  - 5.3.1 by post, fax or e mail to the loss payee or its broker, at the address or fax number last recorded by the Managers
  - 5.3.2 personally (on a director/officer in the case of a company)
- 5.4 We will deem notice served:
  - 5.4.1 if sent by post - on the third day after posting
  - 5.4.2 if sent by fax or e mail - on the date of transmission



## 兆豐產物船舶保險-Ship Operator 2015

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### J2 LOSS PAYEE JOINT ASSURED

- 1 **The Schedule identifies**  
Joint assureds in respect of specified equipment, property or ships supplied or financed for use in the assured's insured services and the agreements under which the equipment, property or ships are supplied or financed
- 2 **We insure a Joint Assured:**  
in respect of its interest specified at 1 above and to the extent that we insure the assured for:
  - 2.1 liabilities arising from condition/use of an item specified at 1 above
  - 2.2 physical loss/damage of an item specified at 1 above
  - 2.3 general average/salvage contributions in relation to an item specified at 1 above

#### Qualifications

- 3 **Terms of Joint Assurance**
  - 3.1 A joint assured under this Clause:
    - 3.1.1 will comply fully with G2:29 (material information)
    - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
  - 3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
- 4 **Joint Assured's own Interest**  
We do not insure a joint assured under this clause for liabilities arising from the joint assured's own interest in the equipment, land or premises specified at 1 above
- 5 **Payment**  
We will pay claims for physical loss/damage of an item specified at 1 above:
  - 5.1 to the order of the assured - unless and until we receive valid notice from the loss payee that the assured is in default under the agreement specified at 1 above
  - 5.2 to the order of a joint assured as loss payee specified at 1 above  
- on receipt of notice as at 5.1



## 兆豐產物船舶保險-Ship Operator 2015

### 6 Relationship of Insureds\*

- 6.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds*\* at the same time
  - 6.2 We do not insure any *insured*\* for its liability to any other *insured*\*
  - 6.3 *Insureds*\* are jointly and severally liable for amounts due to us
  - 6.4 Receipt by one *insured*\* of a sum from us relieves us of liability to all *insureds*\*
  - 6.5 Breach of the terms of this policy by one *insured*\* disentitling it to recovery from us disentitles all other *insureds*\* to any recovery under the policy if:
    - 6.5.1 the breach is causative of the loss or
    - 6.5.2 the Directors exercise their discretion under G3:5 as a result of the breach
  - 6.6 We deem a customer of one *insured*\* to be a customer of all *insureds*\*
  - 6.7 We will deem communication between us (or our representative) and an *insured*\* to be within the knowledge of all *insureds*\*
  - 6.8 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds
- \*We define insured for the purposes of this paragraph 6 only as the assured and all joint assureds under the same policy

### 7 General Qualifications

- 7.1 We are not bound to pay as specified at 5.2:
  - 7.1.1 until the expiration of the next two business days after receipt of the notice
  - 7.1.2 if the Managers are not satisfied that the notice specified at 5.2 is valid
- 7.2 The assured/loss payee will clearly identify the equipment, property or ship which is the subject of the loss payee clause.
- 7.3 If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata

### 8 Cesser

- Insurance of a joint assured will cease:
- 8.1 as specified in the Schedule (in respect of the equipment, property or ship or of the joint assured)
  - 8.2 on expiry/termination of an agreement specified in the Schedule
  - 8.3 on cancellation/cessation of the assured's insurance





## 兆豐產物船舶保險-Ship Operator 2015

### 9 Notice to Joint Assured

- 9.1 We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the joint assured - *except*:
  - 9.1.1 as specified at G2:36.3 or
  - 9.1.2 due to war, strikes riots & terrorist and piracy risks
- 9.2 If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured
- 9.3 We will serve notice to the joint assured:
  - 9.3.1 by post, fax or e mail to the joint assured or its broker, at the address or fax number last recorded by the Managers
  - 9.3.2 personally (on a director/officer in the case of a company)
- 9.4 We will deem notice served:
  - 9.4.1 if sent by post - on the third day after posting
  - 9.4.2 if sent by fax or e mail - on the date of transmission



## 兆豐產物船舶保險-Ship Operator 2015

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### J3 CONTRACTOR JOINT ASSURED

- 1 The Schedule identifies:  
Joint assureds in respect of specified agreements under which they provide services
- 2 We insure a Joint Assured for:  
Liabilities incurred in performing services specified at 1 above arising from the fault or negligence of the assured or of an operational joint assured and to the extent that we insure the assured or operational joint assured

#### Qualifications

### 3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
  - 3.1.1 will comply fully with G2:29 (material information)
  - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
- 3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

### 4 Negligence

We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors

### 5 Relationship of Insureds\*

- 5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds\** at the same time
- 5.2 *Insureds\** are jointly and severally liable for amounts due to us
- 5.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 5.4 Breach of the terms of this policy by one *insured\** disentitling it to recovery from us disentitles all other *insureds\** to any recovery under the policy if:
  - 5.4.1 the breach is causative of the loss or
  - 5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach
- 5.5 We deem a customer of one *insured\** to be a customer of all *insureds\**
- 5.6 We will deem communication between us (or our representative) and an *insured\** to be within the knowledge of all *insureds\**
- 5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds
- 5.8 In the event of a claim by one *insured\** against another *insured\** we will deem the claimant to be a third party. The definition of third party at G5:2 is modified to this extent

\*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy



## 兆豐產物船舶保險-Ship Operator 2015

### 6 Cesser

Insurance of a joint assured will cease:

- 6.1 as specified in the Schedule
- 6.2 on cessation of the assured's relevant insured services
- 6.3 on cancellation/cessation of the assured's insurance

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## J4 SUPPLIER JOINT ASSURED

### 1 The Schedule identifies

Joint assureds in respect of specified equipment, land or premises, which the joint assured supplies for use in the assured's insured services, and the agreements under which the equipment, land or premises is supplied

### 2 We insure a Joint Assured for:

Liabilities arising from the condition or use of equipment, land or premises specified at 1 above - to the extent that we insure the assured or an operational joint assured

#### Qualifications

### 3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
  - 3.1.1 will comply fully with G2:29 (material information)
  - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
- 3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

### 4 Exclusions

We do not insure a joint assured under this clause for liabilities arising from the joint assured's:

- 4.1 own fault or negligence, or that of its servants, employees, agents or subcontractors
- 4.2 own interest in the equipment, land or premises specified at 1 above



## 兆豐產物船舶保險-Ship Operator 2015

### 5 Relationship of Insureds\*

- 5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds*\* at the same time
- 5.2 *Insureds*\* are jointly and severally liable for amounts due to us
- 5.3 Receipt by one insured\* of a sum from us relieves us of liability to all *insureds*\*
- 5.4 Breach of the terms of this policy by one *insured*\* disentitling it to recovery from us disentitles all other *insureds*\* to any recovery under the policy if:
  - 5.4.1 the breach is causative of the loss or
  - 5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach
- 5.5 We deem a customer of one *insured*\* to be a customer of all *insureds*\*
- 5.6 We will deem communication between us (or our representative) and an *insured*\* to be within the knowledge of all *insureds*\*
- 5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds
- 5.8 In the event of a claim by one *insured*\* against another *insured*\* we will deem the claimant to be a third party. The definition of third party at G5:2 is modified to this extent

\*We define insured **for the purposes of this paragraph 5 only** as the assured and all joint assureds under the same policy

### 6 Cesser

- Insurance of a joint assured will cease:
- 6.1 as specified in the Schedule
  - 6.2 on cessation of the assured's relevant insured services
  - 6.3 on expiry/termination of an agreement specified in the Schedule
  - 6.4 on cancellation/cessation of the assured's insurance



## 兆豐產物船舶保險-Ship Operator 2015

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### J5 CUSTOMER JOINT ASSURED

- 1 The Schedule identifies:  
Joint assureds in respect of specified agreements - under which the assured or operational joint assureds perform insured services for the joint assureds
- 2 We insure a Joint Assured for:  
Liabilities arising from the performance by the assured or an operational joint assured of services specified at 1 above arising from fault or negligence of the assured or operational joint assured to the extent that we insure the assured or an operational joint assured

#### Qualifications

- 3 **Terms of Joint Assurance**
  - 3.1 A joint assured under this Clause:
    - 3.1.1 will comply fully with G2:29 (material information)
    - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
  - 3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
- 4 **Joint Assured's Own Negligence**  
We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors
- 5 **Relationship of Insureds\***
  - 5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds\** at the same time
  - 5.2 *Insureds\** are jointly and severally liable for amounts due to us
  - 5.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
  - 5.4 Breach of the terms of this policy by one *insured\** disentitling it to recovery from us disentitles all other *insureds\** to any recovery under the policy if:
    - 5.4.1 the breach is causative of the loss or
    - 5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach
  - 5.5 We deem a customer of one *insured\** to be a customer of all *insureds\**
  - 5.6 We will deem communication between us (or our representative) and an *insured\** to be within the knowledge of all *insureds\**
  - 5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds
  - 5.8 In the event of a claim by one *insured\** against another *insured\** we will deem the claimant to be a third party. The definition of third party at G5:2 is modified to this extent

\*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy



## 兆豐產物船舶保險-Ship Operator 2015

### 6 Cesser

Insurance of a joint assured will cease:

- 6.1 as specified in the Schedule
- 6.2 on cessation of the assured's relevant insured services
- 6.3 on cancellation/cessation of the assured's insurance
- 6.4 on expiry/termination of the agreement specified in the Schedule

---

### J6 COMMERCIAL LESSOR JOINT ASSURED

#### 1 The Schedule identifies

Joint assureds in respect of specified equipment or property leased to the assured or an operational joint assured for use in the assured's insured services and the agreements under which the equipment/property is leased

#### 2 We insure a Joint Assured:

in respect of its interest specified at 1 above and to the extent that the assured is insured for:

- 2.1 liabilities arising from condition/use of an item specified at 1 above
- 2.2 physical loss/damage of an item specified at 1 above
- 2.3 general average/salvage contributions in relation to an item specified at 1 above

#### Qualifications

#### 3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
  - 3.1.1 will comply fully with G2:29 (material information)
  - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
- 3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

#### 4 Exclusions

We do not insure a joint assured under this clause for:

- 4.1 risks, including costs of search, rescue and related transport, arising from winding up/bankruptcy or cesser of operations of the assured
- 4.2 liabilities arising from the joint assured's:
  - 4.2.1 own fault or negligence, or that of its servants, employees, agents or subcontractors
  - 4.2.2 own interest in the equipment, land or premises specified at 1 above

#### 5 Payment

We will pay claims for physical loss/damage of an item specified at 1 above:

- 5.1 to the order of the assured - unless and until we receive notice from a joint assured that the assured is in default under an agreement specified at 1 above
- 5.2 to the order of the joint assured - on receipt of notice as at 5.1



## 兆豐產物船舶保險-Ship Operator 2015

### 6 Relationship of Insureds\*

- 6.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds*\* at the same time
- 6.2 *Insureds*\* are jointly and severally liable for amounts due to us
- 6.3 Receipt by one *insured*\* of a sum from us relieves us of liability to all *insureds*\*
- 6.4 We deem a customer of one *insured*\* to be a customer of all *insureds*\*
- 6.5 We will deem communication between us (or our representative) and an *insured*\* to be within the knowledge of all *insureds*\*
- 6.6 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds
- 6.7 In the event of a claim by one *insured*\* against another *insured*\* we will deem the claimant to be a third party. The definition of third party at G5:2 is modified to this extent

\*We define insured for the purposes of this paragraph 6 only as the assured and all joint assureds under the same policy

### 7 General Qualifications

- 7.1 We are not bound to pay as specified at 5.2:
  - 7.1.1 until the expiration of the next two business days after receipt of the notice
  - 7.1.2 if the Managers are not satisfied that the notice specified at 5.2 is valid
- 7.2 The assured/joint assured will clearly identify the equipment or property which is the subject of the joint assured clause.
- 7.3 If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata

### 8 Cesser

Insurance of a joint assured will cease:

- 8.1 as specified in the Schedule (in respect of the equipment or property or of the joint assured)
- 8.2 on expiry/termination of an agreement specified in the Schedule
- 8.3 on cancellation/cessation of the assured's insurance

### 9 Notice to Joint Assured

- 9.1 We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the joint assured - *except*:
  - 9.1.1 as specified at G2:36.3 or
  - 9.1.2 due to war, strikes riots & terrorist and piracy risks
- 9.2 If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured
- 9.3 We will serve notice to the joint assured:
  - 9.3.1 by post, fax or e mail to the joint assured or its broker, at the address or fax number last recorded by the Managers
  - 9.3.2 personally (on a director/officer in the case of a company)
- 9.4 We will deem notice served:
  - 9.4.1 if sent by post - on the third day after posting
  - 9.4.2 if sent by fax or e mail - on the date of transmission



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### J7 CONNECTED INTERESTS

- 1 The Schedule identifies  
Connected Interests
- 2 We insure the Assured for:  
Claims enforced against connected interests specified at 1 above arising from the assured's insured services to the extent that we insure the assured or an operational joint assured for a claim directed against it

#### Qualifications

- 3 **Separate Insurance**  
Connected interests will insure their own operations. Insurance under this clause (J7) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)
- 4 **Negligence**  
We do not insure connected interests under this clause for liabilities arising from the connected interest's own fault or negligence, or that of its servants, employees, agents or subcontractors
- 5 **Cesser**  
Insurance under this clause will cease:
  - 5.1 as specified in the Schedule
  - 5.2 on cancellation/cessation of the assured's insurance
  - 5.3 on the connected interest ceasing

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### J8 CONNECTED INTEREST JOINT ASSURED

- 1 The Schedule identifies  
Connected Interest Joint Assureds
- 2 We insure a Joint Assured for:  
Claims enforced against the joint assured arising from the assured's insured services to the extent that we insure the assured or an operational joint assured for a claim directed against it





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### Qualifications

#### 3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
  - 3.1.1 will comply fully with G2:29 (material information)
  - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
- 3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

#### 4 Negligence

We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors

#### 5 Relationship of Insureds\*

- 5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all *insureds*\* at the same time
- 5.2 We do not insure any *insured*\* for its liability to any other *insured*\*
- 5.3 Receipt by one *insured*\* of a sum from us relieves us of liability to all *insureds*\*
- 5.4 Breach of the terms of this policy by one *insured*\* disentitling it to recovery from us disentitles all other *insureds*\* to any recovery under the policy if:
  - 5.4.1 the breach is causative of the loss or
  - 5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach
- 5.5 We deem a customer of one *insured*\* to be a customer of all *insureds*\*
- 5.6 We will deem communication between us (or our representative) and an *insured*\* to be within the knowledge of all *insureds*\*
- 5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds

\*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy

#### 6 Separate Insurance

Joint assureds will insure their own operations. Insurance under this clause (J8) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

#### 7 Cesser

Insurance of a joint assured will cease:

- 7.1 as specified in the Schedule
- 7.2 on cancellation/cessation of the assured's insurance
- 7.3 on the connected interest ceasing



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### J9 EQUIPMENT LESSEE JOINT ASSURED

- 1 The Schedule identifies  
Joint Assureds
- 2 We insure a Joint Assured for:  
Risks in respect of insured equipment leased from the assured to the extent  
that the assured is insured

#### Qualifications

- 3 **Terms of Joint Assurance**
  - 3.1 A joint assured under this Clause:
    - 3.1.1 will comply fully with G2:29 (material information)
    - 3.1.2 is deemed to have appointed the assured (or applicant for insurance)  
as its agent, with whom we can deal exclusively
  - 3.2 Insurance of a joint assured under this clause is subject to all the terms of the  
assured's insurance - as well as to terms relating to the joint assurance
- 4 **Relationship of Insureds\***
  - 4.1 If the assured's insurance ceases or is cancelled we will cease or cancel  
the insurance of all *insureds\** at the same time
  - 4.2 We do not insure any *insured\** for its liability to any other *insured\**
  - 4.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
  - 4.4 Breach of the terms of this policy by one *insured\** disentitling it to recovery from  
us disentitles all other *insureds\** to any recovery under the policy if:
    - 4.4.1 the breach is causative of the loss or
    - 4.4.2 the Directors exercise their discretion under G3:5 as a result  
of the breach
  - 4.5 We deem a customer of one *insured\** to be a customer of all *insureds\**
  - 4.6 We will deem communication between us (or our representative)  
and an *insured\** to be within the knowledge of all *insureds\**
  - 4.7 We deem service of notice on the assured (or its broker) to be service on  
the assured and all joint assureds  
\*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds  
under the same policy
- 5 **Cesser**

Insurance of a joint assured will cease:

  - 5.1 as specified in the Schedule
  - 5.2 on cancellation/cessation of the assured's insurance
  - 5.3 on termination of the lease concerned



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### J10 OPERATIONAL JOINT ASSURED

- 1 The Schedule identifies  
Operational Joint Assureds
- 2 We insure a Joint Assured for:  
Liabilities arising from the assured's insured services - for which we would insure  
the assured if it had itself incurred the liability

#### Qualifications

#### 3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
  - 3.1.1 will comply fully with G2:29 (material information)
  - 3.1.2 is deemed to have appointed the assured (or applicant for insurance)  
as its agent, with whom we can deal exclusively
- 3.2 Insurance of a joint assured under this clause is subject to all the terms of  
the assured's insurance - as well as to terms relating to the joint assurance

#### 4 Relationship of Insureds\*

- 4.1 If the assured's insurance ceases or is cancelled we will cease or cancel  
the insurance of all *insureds\** at the same time
- 4.2 We do not insure any *insured\** for its liability to any other *insured\**
- 4.3 *Insureds\** are jointly and severally liable for amounts due to us
- 4.4 Receipt by one *insured\** of a sum from us relieves us of liability  
to all *insureds\**
- 4.5 Breach of the terms of this policy by one *insured\** disentitling it to recovery from  
us disentitles all other *insureds\** to any recovery under the policy if:
  - 4.5.1 the breach is causative of the loss or
  - 4.5.2 the Directors exercise their discretion under G3:5 as a result  
of the breach
- 4.6 We deem a customer of one *insured\** to be a customer of all *insureds\**
- 4.7 We will deem communication between us (or our representative) and an *insured\**  
to be within the knowledge of all *insureds\**
- 4.8 We deem service of notice on the assured (or its broker) to be service on the  
assured and all joint assureds

\*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds  
under the same policy

#### 5 Cesser

- Insurance of a joint assured will cease:
- 5.1 as specified in the Schedule
  - 5.2 on cancellation/cessation of the assured's insurance.



兆豐產物保險股份有限公司  
Chung Kuo Insurance Company, Limited

106.08.28 兆產備字第 1065100183 號

客戶申訴及 24 小時服務專線: 0800-053-588

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