

97.2.12 兆產(97)備字第 0158 號函備查

客戶申訴及24小時服務專線:0800-053-588

Buyer/Sellers/Contingent Clause

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

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

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