



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

99.2.5兆產備11209901159號函備查

客戶申訴及24小時服務專線:0800-053-588

**GENERAL PROVISIONS**

The following general provisions are incorporated in this contract:

1. **NON-CANCELLATION CLAUSE**

This Policy may be canceled at any time at the request of the Assured. The return premium will be calculated as below:

Return Premium = Deposit Premium – Actual Premium

The Actual Premium charged under this Policy is based upon a rate of 0.009% of actual sales turnover for the period from Feb. 01, 2010 to cancellation date provided by Assured.

This Policy may not be cancelled by the Assurers, except for non-payment of premium, in which case the Assurers shall give the Assured at least 30 days prior written Notice of Cancellation by mail at the address of the Assured.

2. **CAPTIONS**

The Captions to the Clauses set forth herein are for reference purposes only and shall not be deemed to form part of this policy.

3. **CURRENCY CLAUSE**

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

4. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE (CARGO)**

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.

5. **CLAIM PREPARATION CLAUSE**

Notwithstanding anything herein contained to the contrary it is a condition precedent to any liability under this Policy that :-

(a) The assured shall upon knowledge of any loss which may give rise to a claim under this policy advise the Underwriters as soon as practicable.

(b) The assured shall furnish the Underwriters with all information available respecting such loss or losses and shall co-operate with the Underwriters in the adjustment and settlement thereof.

6. ERRORS AND OMISSIONS

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment or any other interruption of the ordinary course of transit, from causes beyond the control of the Assured. It is agreed, however, that any such error, deviation or other occurrence mentioned in the above shall be reported to this Company as soon as known to the Assured, and additional premium paid if required.

7. FULL VALUE REPORTING

If the total value at risk exceeds the limit of liability provided by this policy, the Assured shall, nevertheless, report to the Assurers the full amount at risk and shall pay full premium thereon. The acceptance by these Assurers of such reports and premium, shall not alter or increase the limits of these Assurers' liability, but Assurers shall be liable for the full amount of loss up to, but not exceeding the applicable limits of liability. In the event of loss which exceeds the applicable Limit of Liability, any deductible will be subtracted from the applicable Limit of Liability and not from the full amount of loss.

This company shall pay in full a claim for General Average, Salvage and Special Charges or Expenses incurred under the Sue & Labor even though the sum insured may be less than the contributing value or actual value of the goods and/or merchandise.

8. INSPECTION OF RECORDS

This Company shall have the privilege, at any time during business hours, to inspect the records of the Assured as respects shipments coming within the terms of this policy.

9. OPTIONAL INSURING CONDITIONS

Notwithstanding the insuring conditions specified herein, the Assured is privileged to declare shipments subject to insuring conditions differing from those herein providing that such different insuring conditions are not intended to insure against risks not covered by this policy unless specifically agreed to by these Assurers. Additional premium or premium credit for optional insuring conditions to be agreed.

10. OTHER INSURANCE

As respects each shipment or other insured interest:

A. This policy shall be deemed void to the extent of any insurance procured by any carrier or other bailee which is available to the beneficiary hereof or will be so available if this insurance is voided.

B. If the Assured or others (excepting any carrier or other bailee) shall have procured any other insurance attaching on an earlier date than the date of attachment hereunder, then this policy shall be liable only to the extent of any deficiency in such prior insurance as compared to the insured value hereunder.

- C. If the Assured or others (excepting any carrier or other bailee) shall have procured any other insurance attaching on a later date than the date of attachment hereunder, then this policy shall be liable for the full extent of the sum insured by this policy without right to claim contribution from such subsequent insurance.
- D. If the Assured or others (excepting any carrier or other bailee) shall have procured any other insurance attaching on the same date as insurance hereunder, this policy shall be liable, only for the prorata share of any claim that the insured value hereunder bears to the total amount available from all insurance.
- E. If the Company is relieved of any liability by the operation of this clause it shall, nevertheless, retain all premium. In consideration of such premium the Company guarantees prompt payment of claims covered by this insurance. The Company further insures against any difference in conditions which make the other insurance less favorable to the beneficiary than insurance hereunder. In no event shall the Company be liable for a greater sum by the operation of this clause than it would be liable for if there were no other insurance.

11. PAYMENT ON ACCOUNT

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

12. PAYMENT OF LOSS

In case of loss, such loss to be paid in thirty days after proof of loss and proof of interest in the property hereby insured. Proofs of loss to be authenticated by the agent of Underwriters, if there be one at the place such proofs are taken.

13. EXPEDITING PAYMENT OF LOSS

Notwithstanding the Payment of Loss Clause, it is agreed that claims for loss or damage amounting to less than US\$5,000., as adjusted, shall be paid by these Assurers within twenty (20) business days after receipt of the following documentation:

- a) Bill of Lading/Air waybill/Warehouse receipt;
- b) Commercial Invoice;
- c) Claim against Carrier or Warehouseman;
- d) Any indication that a loss has occurred, i.e. statement of claim from the Assured or their Consignee, copy of a delivery receipt with exceptions or customer credit memo.

14. PREMIUMS

The company is entitled to premiums, at rates as agreed on all risks covered herein whether reported or not.

15. SPECIAL POLICIES/ISSUANCE OF CERTIFICATES

Privilege is hereby granted the Assured to countersign these Assurers' certificates or special policies of insurance for any or all risks covered hereunder, it being agreed, however, that no certificate or policy shall be valid unless countersigned by an authorized representative of the Assured. The Assured agrees to forward copies of all policies and/or certificates to the Broker of Record for transmittal to this Company.

If the Assured issues a Certificate of Insurance or Special Marine Policy without incorporating the applicable deductible set forth in the policy, if any, the Assured agrees to reimburse these Assurers for the full amount of any loss that these Assurer's pay under such Certificate of Insurance or Special Marine Policy, including all allocated loss adjustment expenses up to the amount of the deductible.

If the Assured issues a Certificate of Insurance of Special Marine Policy with terms varying from the conditions of this Policy, but not wider than "all risks" of physical loss or damage, and/or written instructions given by the Assurer or their agents, the Assured agrees to reimburse the Company for the full amount of the loss that the Company pays, including survey fees and loss adjustment fees and expenses caused by such variation under such Certificate of Insurance or Special Marine Policy.

16. SUBROGATION

It is a condition of this insurance that upon payment of any loss the Company shall be subrogated to all rights of the Assured, and the Assured's assignee, against third parties with respect to such loss.