

公司名稱： 泰安產物保險股份有限公司  
 商品代碼： 2014052210702  
 商品名稱： 泰安產物FREIGHTFORWARDER' SLIABILITYINSUANCE

條款項目	保險契約條款內容
COVER	<p>SECTION 1. LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS OR MERCHANDISE OCCURRING DURING THE PERIOD OF INSURANCE FOR THE INSURED' S LEGAL LIABILITY ARISING OUT OF THE MOVEMENT OR STORAGE OF SUCH GOODS OR MERCHANDISE AND/OR</p> <p>SECTION 2. CLAIM OR CLAIMS WHICH MAY BE MADE AGAINST THE INSURED DURING THE PERIOD OF INSURANCE FOR LEGAL LIABILITY FOR MIS-DIRECTION OR MIS-DELIVERY OF CARGO, LOSSES FALLING UNDER THIS SECTION ARE RECOVERABLE HEREUNDER ONLY IF SUCH LOSSES OCCURRED DURING THE PERIOD OF INSURANCE.</p> <p>SECTION 3 CLAIM OR CLAIMS OCCURRING DURING THE PERIOD OF INSURANCE FOR CONSEQUENTIAL LOSS FOLLOWING LOSS OF DESTRUCTION OF DAMAGE TO OR MIS-DIRECTION AND/OR MIS-DELIVERY OF CARGO EXCEPTION ALWAYS ANY LIABILITY ARISING FROM</p> <p>(1) LOSS OF OR DAMAGE TO ANY GOODS OWNED BY THE INSURED.          (2) DEATH OF OR BODILY INJURY TO ANY PERSON OR LIVING CREATURE.          (3) LOSS OF OR DAMAGE TO ANY PROPERTY BELONGING TO ANY THIRD PARTY OTHER THAN THE GOODS IN TRANSIT.</p> <p>PROVIDED ALWAYS THAT THE LIMIT OF LIABILITY OF THE COMPANY IN RESPECT PROVIDED ALWAYS THAT THE LIMIT OF LIABILITY OF THE COMPANY IN RESPECT OF SUCH INDIRECT OR CONSEQUENTIAL LOSS SHALL NOT EXCEED IN ANY CASE IN THE AGGREGATE DURING ANY ONE ANNUAL PERIOD OF INSURANCE THE SUM STATED IN THE SCHEDULE.</p> <p>SECTION 4. CLAIM OR CLAIMS OCCURRING DURING THE PERIOD OF INSURANCE FOR THE INSURED' S LIABILITY FOR CARGO' S PROPORTION OF GENERAL AVERAGE AND/OR SALVAGE :</p> <p>(1) ARISING SOLELY FROM THE BREACH BY THE INSURED OF HIS CONTRACT OF CARRIAGE WITH THE CUSTOMER, OR          (2) WHERE THE INSURED IS LEGALLY OBLIGED TO PAY SUCH PROPORTION ON CARGO' S BEHALF</p> <p>SECTION 5 CLAIM OR CLAIMS OCCURRING DURING THE PERIOD OF INSURANCE FOR DELAY IN THE DESPATCH, CARRIAGE OR DELIVERY OF CARGO EXCEPT ALWAYS ANY LIABILITY ARISING FROM LATE DELIVERY OR DELAY IN RESPECT OF TRANSIT FOR WHICH A DELIVERY TIME OR DATE IS CONTRACTUALLY AGREED BY THE INSURED UNLESS THE PRIOR CONSENT OF THE COMPANY HAS BEEN OBTAINED AND UNLESS ANY REQUIRED ADDITIONAL PREMIUM HAS BEEN PAID. PROVIDED ALWAYS THAT THE LIMIT OF LIABILITY OF THE COMPANY IN RESPECT OF SUCH LOSS IN DELAY SHALL</p> <p>(1) THE CARRIAGE CHARGES IN RESPECT OF THE ITEM OR ITEMS SO          (2) IN ANY CASE IN THE AGGREGATE DURING ANY ONE ANNUAL PERIOD OF INSURANCE THE SUM STATED IN THE SCHEDULE.</p>

	<p>COSTS : THE COMPANY WILL ALSO PAY ALL COSTS AND EXPENSES INCLUDING A SOLICITOR' S FEE FOR THE DEFENCE IN A COURT OF SUMMARY JURISDICTION OF PROCEEDINGS ARISING OUT OF AN ALLEGED BREACH OF STATUTORY DUTY INCURRED WITH THEIR WRITTEN CONSENT AND RELATING TO ANY CLAIM WHICH MAY BE THE SUBJECT OF INDEMNITY UNDER</p>
LIMIT OF LIABILITY	<p>(1) THE LIABILITY OF THE COMPANY UNDER THIS INSURANCE FOR DAMAGES IN RESPECT OF ONE OCCURRENCE OR ALL OCCURRENCES OF A SERIES CONSEQUENT ON OR ATTRIBUTABLE TO ONE SOURCE OR ORIGINAL CAUSE SHALL NOT EXCEED THE SUM STATED IN THIS POLICY.</p> <p>(2) THE LITIGATION AND LAWYER' S FEE INCURRED AT EACH OCCURRENCE SHOULD NOT BE MORE THAN THE AMOUNT CLAIMED AND THE AGGREGATE OF WHICH DURING THE POLICY YEAR SHOULD BE LIMITED TO NT\$2,000,000.00</p>
EXCLUSIONS	<p>THE COMPANY SHALL NOT BE LIABLE IN RESPECT OF:</p> <p>(1) LIABILITY ARISING DIRECTLY OR INDIRECTLY BY OR THROUGH OR IN CONNECTION WITH THE OWNERSHIP, POSSESSION OR USE BY OR ON BEHALF OF THE INSURED OF ANY MECHANICALLY PROPELLED VEHICLE WHEN</p> <p>(A) INSURANCE OR SECURITY UNDER ANY ROAD TRAFFIC ACT IS</p> <p>(B) LIABILITY IN RESPECT THEREOF IS MORE SPECIFICALLY INSURED.</p> <p>(2) LOSS OF OR DAMAGE TO</p> <p>(A) PROPERTY BELONGING, HIRED, LEASED, RENTED OR LOANED TO THE INSURED.</p> <p>(B) PROPERTY HELD IN TRUST OR IN THE CUSTODY OR CONTROL OF THE INSURED OR HIS</p> <p>EMPLOYEES OTHER THAN EMPLOYEES' PROPERTY.</p> <p>(3) LIABILITY ATTACHING TO THE INSURED BY REASON OF AN EXPRESS TERM OF ANY CONTRACT UNLESS SUCH LIABILITY WOULD HAVE ATTACHED TO THE INSURED NOTWITHSTANDING SUCH TERM.</p> <p>(4) LIABILITY OR LOSS ARISING OUT OF DELIVERY OF CARGO WITHOUT PRODUCTION OF THE RELEVANT BILL OF LADING</p> <p>THE LIABILITY OF THE COMPANY SHALL NOT EXCEED THE LIMITS STATED IN THE SCHEDULE.</p> <p>THE COMPANY SHALL ONLY BE LIABLE FOR THE AMOUNT BY WHICH ANY CLAIM EXCEEDS THE SUM STATED AS THE EXCESS IN THE SCHEDULE.</p>
THE COMPANY SHALL NOT BE LIABLE FOR	<p>(1) LOSS OF OR DESTRUCTION OF OR DAMAGE TO THE PROPERTY OR FOR ANY LIABILITY OF THE INSURED INDIRECTLY OR DIRECTLY OCCASIONED BY HAPPENING THROUGH OR IN CONSEQUENCE OF WAR INVASION, ACT OF FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALISATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.</p> <p>(2) ANY LEGAL LIABILITY OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM</p>

	<p>(A) IONISING RADIATIONS OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE FROM THE COMBUSTION OF NUCLEAR FUEL.</p> <p>(B) THE RADIOACTIVE TOXIC EXPLOSIVE OR OTHER HAZARDOUS PROPERTIES OF ANY EXPLOSIVE NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT THEREOF.</p> <p>(3) LOSS, DESTRUCTION OR DAMAGE DIRECTLY CAUSED BY PRESSURE WAVES CAUSED BY AIRCRAFT AND OTHER AERIAL DEVICES TRAVELLING AT SONIC OR SUPERSONIC SPEEDS.</p>
EXCLUSIONS	<p>(1) FOR LIBEL OR SLANDER OR</p> <p>(2) BROUGHT ABOUT OR CONTRIBUTED TO BY FRAUDULENT CRIMINAL OR MALICIOUS ACT</p> <p>OR OMISSION OF THE INSURED OR THEIR PREDECESSORS IN BUSINESS OR ANY PERSON AT</p> <p>ANY TIME EMPLOYED BY THE INSURED OR THEIR PREDECESSORS IN</p> <p>(3) FOR ANY LIABILITY AS PRINCIPAL FOR THE CHARTER OF THE WHOLE OR PART OF ANY VESSEL OR AIRCRAFT OR</p> <p>(4) RESULTING FROM THE INSOLVENCY OF THE INSURED OR</p> <p>(5) RESULTING FROM ANY INABILITY OF THE INSURED TO PAY OR COLLECT AMOUNTS (OTHER THAN ACCOUNTS WHICH THEY MAY BE REQUIRED TO PAY OR COLLECT ON BEHALF OF THEIR PRINCIPALS) OR</p> <p>6) RESULTING FROM ANY FAILURE OF THE INSURED TO COMPLY WITH INSTRUCTIONS TO EFFECT INSURANCE OR</p> <p>(7) FOR BREACH OF ANY DUTY OF CARE WHERE THE CLAIMANTS HAD NO CONTRACT WITH THE INSURED OR</p> <p>(8) FOR PUNITIVE OR EXEMPLARY DAMAGES.</p>
CONDITIONS	<p>(9) THE LIABILITY OF THE COMPANY HEREUNDER SHALL NOT IN RESPECT OF THE COVER GRANTED BY SECTIONS 1, 2, 3, 4 AND 5 OF THIS POLICY EXCEED IN THE AGGREGATE FOR ALL CLAIMS UNDER THIS INSURANCE IN ANY ONE POLICY YEAR WHICH SHALL BE UNDERSTOOD TO MEAN A PERIOD OF ONE CALENDER YEAR COMMENCING EACH YEAR ON THE DAY NAMED IN THE SAID SCHEDULE THE SUM STATED IN THE SAID SCHEDULE EXCEPT THAT SUBJECT TO THE PROVISIONS HEREOF THE COMPANY WILL IN ADDITION PAY THE COSTS AND EXPENSES INCURRED IN THE DEFENCE OR SETTLEMENT OF</p> <p>(10) THE INSURED SHALL NOT ADMIT LIABILITY FOR OR SETTLE ANY CLAIM OR INCUR ANY COSTS OR EXPENSES IN CONNECTION THEREWITH WITHOUT THE WRITTEN CONSENT OF THE COMPANY WHO SHALL BE ENTITLED TO TAKE OVER AND CONDUCT IN THE NAME OF THE INSURED THE DEFENCE OR SETTLEMENT OF ANY CLAIM. NEVERTHELESS THE INSURED SHALL NOT BE REQUIRED TO CONTEST ANY LEGAL PROCEEDINGS UNLESS COUNSEL (TO BE MUTUALLY AGREED UPON BY THE INSURED AND INSURER) SHALL ADVISE THAT SUCH PROCEEDINGS SHOULD BE CONTESTED.</p> <p>(11) IF A PAYMENT IN EXCESS OF THE AMOUNT OF INDEMNITY AVAILABLE UNDER THIS POLICY HAS TO BE MADE TO DISPOSE OF A CLAIM THE COMPANY LIABILITY FOR THE COSTS AND EXPENSES INCURRED WITH THEIR CONSENT SHALL BE SUCH PROPORTION THEREOF AS THE AMOUNT OF INDEMNITY AVAILABLE UNDER THIS POLICY BEARS TO THE AMOUNT PAID TO</p>

(12) THE INSURED SHALL AS A CONDITION PRECEDENT TO THEIR RIGHT TO BE INDEMNIFIED UNDER THIS POLICY GIVE TO THE COMPANY IMMEDIATE NOTICE IN WRITING:

(A) OF ANY CLAIM MADE AGAINST THEM OR

(B) OF THE RECEIPT OF NOTICE FROM ANY PERSON OF AN INTENTION TO HOLD THE INSURED RESPONSIBLE FOR THE RESULTS OF ANY BREACH OF PROFESSIONAL DUTY AS FREIGHT FORWARDERS AND SHALL IN EITHER CASE UPON REQUEST GIVE TO THE COMPANY SUCH INFORMATION AS THE COMPANY MAY REASONABLY REQUIRE. IF DURING THE SUBSISTENCE HEREOF THE INSURED SHALL BECOME AWARE OF ANY OCCURRENCE WHICH MAY SUBSEQUENTLY GIVE RISE TO A CLAIM BEING MADE AGAINST THEM FOR BREACH OF PROFESSIONAL DUTIES AS FREIGHT FORWARDERS BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION (AS HEREIN DEFINED) AND SHALL DURING THE SUBSISTENCE HEREOF GIVE WRITTEN NOTICE TO THE COMPANY OF SUCH OCCURRENCE THEN ANY SUCH CLAIM WHICH MAY SUBSEQUENTLY BE MADE AGAINST THE INSURED ARISING OUT OF THAT ENGLIGENT ACT, ERROR OR OMISSION SHALL FOR THE PURPOSE OF THIS

(13) THIS POLICY MAY BE CANCELLED AT ANY TIME BY EITHER PARTY

GIVING (AS AGREED) DAYS' NOTICE IN WRITING. THE COMPANY

RECEIVING NOTICE WILL RECEIVE AND RETAIN THE CUSTOMARY SHORT TERM OR EARNED PREMIUM WHICHEVER IS THE GREATER OR WHEN GIVING NOTICE RECEIVE AND RETAIN PRO-RATA OR EARNED PREMIUM WHICHEVER IS THE

(14) IF THE INSURED SHALL PREFER ANY CLAIM KNOWING THE SAME TO BE FALSE OR FRAUDULENT AS REGARDS AMOUNT OR OTHERWISE THIS INSURANCE SHALL BECOME VOID AND ALL CLAIM HEREUNDER SHALL BE FORFEITED.

(15) IT IS A CONDITION PRECEDENT TO THE LIABILITY OF THE COMPANY HEREUNDER:

(A) THAT DURING THE SUBSISTENCE OF THIS POLICY THE INSURED CONTINUOUSLY TRADES UNDER THE CONDITIONS AS SEEN AND APPROVED BY THE COMPANY AND

(B) THAT THE INSURED SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT THE SAID CONDITIONS ARE INCORPORATED INTO CONTRACTS ENTERED INTO BY THE INSURED IN THE COURSE OF THE INSURED' S BUSINESS AS A FREIGHT FORWARDER.

NOTWITHSTANDING THIS CONDITION, IF A CLAIM ARISES IN RESPECT OF A CONTRACT INTO WHICH THE INSURED HAVE FAILED TO INCORPORATE THE ABOVE MENTIONED CONDITIONS THE INSURED' S RIGHT TO BE INDEMNIFIED UNDER THIS POLICY IN RESPECT OF SUCH A CLAIM SHALL NOT BE PREJUDICED PROVIDING THAT THE INSURED ESTABLISHES:

(A) THAT AS GENERAL RULE THE INSURED HAS TAKEN ALL REASONABLE STEPS TO INCORPORATE THE ABOVE CONDITIONS INTO CONTRACTS BUT

(B) IN THE CASE IN QUESTION THE CONDITIONS WERE NOT INCORPORATE SOLELY AS A RESULT OF AN ISOLATED ERROR OR OMISSION OF THE INSURED OR ONE OF THEIR EMPLOYEES.

(16) THIS POLICY IS SUBJECT TO COMPUTER MILLENNIUM CLAUSE IN NO CASE SHALL THIS INSURANCE COVER ANY LOSS, DAMAGE, EXPENSE OR LIABILITY OR WHATEVER NATURE WHICH MIGHT OTHERWISE BE RECOVERABLE UNDER THIS INSURANCE ARISING OUT OF OR IN ANY WAY CONNECTED WITH, WHETHER DIRECTLY OR INDIRECTLY, THE USE OR OPERATION OF ANY COMPUTER, COMPUTER SYSTEM, COMPUTER SOFTWARE, PROGRAM OR PROCESS OR ANY ELECTRONIC SYSTEM WHERE ANY SUCH LOSS, DAMAGE, EXPENSE OR LIABILITY ARISES, WHETHER DIRECTLY OR INDIRECTLY, AS A

(I) THE DATE CHANGE TO THE YEAR 2000 OR ANY OTHER DATE CHANGE

(II) ANY CHANGE OR MODIFICATION OF OR TO ANY SUCH COMPUTER, COMPUTER SYSTEM, COMPUTER SOFTWARE, PROGRAM OR PROCESS OR ANY ELECTRONIC SYSTEM IN RELATION TO ANY SUCH DATE CHANGE.

THIS EXCLUSION DOES NOT APPLY TO:

1. CLAIMS FOR LOSS OF OR DAMAGE TO THE SUBJECT MATTER INSURED REASONABLY ATTRIBUTABLE TO:
  - (1) FIRE OR EXPLOSION.
  - (2) VESSEL OR CRAFT BEING STRANDED GROUNDED SUNK OR CAPSIZED.
  - (3) OVERTURNING OR DERAILED OF LAND CONVEYANCE.
  - (4) COLLISION OR CONTACT OF VESSEL CRAFT AIRCRAFT OR CONVEYANCE WITH ANY EXTERNAL OBJECT OTHER THAN WATER.
  - (5) TOTAL LOSS OF AIRCRAFT IN FLIGHT.
  - (6) DISCHARGE OF CARGO AT A PORT DISTRESS.
  - (7) TOTAL LOSS OF ANY PACKAGE LOST OVERBOARD OR DROPPED WHILEST LOADING ON TO, OR UNLOADING FROM, VESSEL CRAFT OR AIRCRAFT.
  - (8) GENERAL AVERAGE SACRIFICE.
  - (9) JETTISON OR WASHING OVERBOARD.
  - (10) ENTRY OF SEA LAKE OR RIVER WATER INTO VESSEL CRAFT HOLD CONVEYANCE LIFTVAN OR PLACE OF STORAGE.
2. GENERAL AVERAGE AND SALVAGE CHARGES, ADJUSTED OR DETERMINED ACCORDING TO THE CONTRACT OF AFFREIGHTMENT AND/OR THE GOVERNING LAW AND PRACTICE, INCURRED TO AVOID OR IN CONNECTION WITH THE AVOIDANCE OF LOSS FROM ANY CAUSE EXCEPT THOSE EXCLUDED ELSEWHERE

DEFINITION OF TERMS

(1) PROPOSER: THE TERM "PROPOSER" AS USED IN THIS CONTRACT MEANS A PERSON HAVING AN INSURABLE INTEREST IN THE SUBJECT MATTER INSURED WHO APPLIES TO AN INSURER TO ENTER INTO AN INSURANCE CONTRACT AND IS OBLIGATED TO PAY A PREMIUM.

(2) INSURED: THE TERM "INSURED" AS USED IN THIS CONTRACT MEANS A PERSON WHO, UPON INCURRING DAMAGE AS THE RESULT OF AN INSURED PERIL, ENJOYS THE RIGHT TO CLAIM INDEMNIFICATION. A PROPOSER MAY ALSO BE THE INSURED.

THIS POLICY IS SUBJECT TO THE LAW AND PRACTICE OF R. O. C. .	THE POLICY AND THE SCHEDULE SHALL BE READ TOGETHER AS ONE CONTRACT AND ANY WORD OR EXPRESSION TO WHICH A SPECIFIC MEANING HAS BEEN ATTACHED IN ANY PART OF THIS POLICY OR OF THE SCHEDULE SHALL BEAR THE SAME MEANING WHEREVER IT MAY APPEAR.  IN WITNESS WHEREOF, THE UNDERWRITER OF TAIAN INSURANCE COMPANY LIMITED, HAVE SUBSCRIBED HIS NAME ON BEHALF OF THE COMPANY.
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※申報頻率： 事實發生或內容異動之日起三十日內更新。