

公司名稱： 泰安產物保險股份有限公司
商品代碼： 2013062310719
商品名稱： 泰安產物航空保險

條款項目	保險契約條款內容
Coverage	<p>Coverage</p> <p>(a) The Company will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in the Schedule and subjects to the amounts to be deducted specified in Condition 3 (c).</p> <p>(b) If the Aircraft is insured hereby for the risks of Flight, the Company will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount specified in the Schedule.</p>
Exclusions applicable to this Section only	<p>Exclusions applicable to this Section only</p> <p>The Company shall not be liable for</p> <p>(a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit;</p> <p>(b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1 (a) above.</p> <p>HOWEVER accidental loss of or damage to the Aircraft consequent upon 2 (a) or (b) above is covered under paragraph 1 (a) above.</p>
Conditions applicable to this Section only	<p>Conditions applicable to this Section only</p>

(a) If the Aircraft is damaged

(i) no dismantling or repairs shall be commenced without the consent of

the Company except whatever is necessary in the interests of safety, or to

prevent further damage, or to comply with orders issued by the appropriate

authority;

(ii) the Company will pay only for repairs and transport of materials by the most economical method unless the Company agree otherwise with the Insured.

(b) If the Company exercise their option to pay for or replace the Aircraft

(i) the Company may take the Aircraft (together with all record, registration and title thereto) as salvage;

Wear and tear,

breakdown

Dismantling

Transport and

Repairs

Payment or

Replacement

(ii) the cover afforded by this Section is terminated in respect of the Aircraft

even if the Aircraft is retained by the Insured for valuable consideration or

otherwise;

(iii) the replacement aircraft shall be of the same make and type and in

reasonably like condition unless otherwise agreed with the

(c) Except where the COMPANY exercise their option to pay for or replace the

Aircraft, there shall be deducted from the claim under paragraph 1 (a) of this

Section :

(i) the amount specified in the Schedule and

(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced

as the used time bears to the Overhaul Life of the Unit.

(d) Unless the Company elect to take the Aircraft as salvage the Aircraft shall at

all times remain the property of the Insured who shall have no right of

abandonment to the Company.

(e) No claim shall be payable under this Section if other Insurance which is

	<p>payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without knowledge or consent of the Company.</p>
Coverage	<p>See also Section IV</p> <p>SECTION II LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)</p> <p>1. Coverage</p> <p>The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.</p>
Exclusions applicable to this Section only	<p>Exclusions applicable to this Section only</p> <p>The Company shall not be liable for</p> <p>(a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;</p> <p>(b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;</p> <p>(c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;</p> <p>(d) loss of or damage to any property belonging to or in the care, custody or control of the Insured.</p> <p>(e) claims excluded by attached Noise and Pollution and Other Perils Exclusion Clause.</p>
Limits of indemnity applicable to this Section	<p>Limits of indemnity applicable to this Section</p> <p>Amounts to be deducted from claim</p>

	<p>No Abandonment Other Insurance Employees and others Operational Crew Passengers Property Noise and Pollution and Other Perils The liability of the Company under this Section shall not exceed the amounts stated in Coverage of the Schedule, less any amounts under Deductible. The Company will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Company in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.</p>
Coverage	<p>See also Section IV SECTION III LEGAL LIABILITY TO PASSENGERS 1. Coverage The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect (a) accidental bodily injury (fatal or otherwise) to passengers entering, on board, or alighting from the Aircraft and (b) loss of or damage to baggage and personal articles of arising out of an Accident to the Aircraft. Provided always that (i) before a passenger boards the Aircraft the Insured shall take</p>

	<p>measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;</p> <p>(ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check the same shall be delivered completed to the passenger a reasonable time before the passenger boards the Aircraft.</p> <p>In the event of failure to comply with proviso (i) or (ii) the limit of the Company under this Section shall not exceed the amount of the liability, if any, that would have existed had the proviso been complied with.</p>
Exclusions applicable to this Section	<p>Exclusions applicable to this Section only</p> <p>The Company shall not be liable for injury or loss sustained by (a) director or employee of the Insured or partner in the Insured 's business whilst acting in the course of his employment with or duties for the Insured;</p> <p>(b) member of the flight, cabin or other crew whilst engaged in operation of the Aircraft.</p>
Limits of Indemnity applicable to this Section	<p>Exclusions applicable to this Section only</p> <p>Limits of Indemnity applicable to this Section</p> <p>The liability of the Company under this Section shall not exceed the amounts stated in Coverage of the Schedule, less any amounts under Deductible. The Company will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity bears to the amount paid for compensatory damages.</p>
GENERAL EXCLUSIONS	<p>See also Section IV</p> <p>SECTION IV (A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS</p> <p>This Policy does not apply: -</p>

1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in the Schedule and as defined in the Definitions.
2. Whilst the Aircraft is outside the geographical limits stated in the Schedule unless due to force majeure.
3. Whilst the Aircraft is being piloted by any person other than as stated in the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.
4. Whilst the Aircraft is being transported by any means of except as the result of an Accident giving rise to a claim under Section I of this Policy.
5. Whilst the Aircraft is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by manufacturer of the Aircraft except as a result of force majeure.
6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.
7. Whilst the total number of passengers being carried in the exceeds the declared maximum number of passengers stated in the Schedule.
8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been under such other policy or policies had this insurance not been effected.
9. To claims excluded by the attached Nuclear Risks Exclusion
10. To claims caused by
 - (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
 - (b) Any hostile detonation of any weapon of war employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(c) Strikes, riots, civil commotions or labour disturbances.

(d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or

damage resulting therefrom is accidental or intentional.

(e) Any malicious act or act of sabotage.

Illegal Uses

Geographical

Limits

Pilots

Transportation

by other

Conveyance

Landing and

Take-off Areas

Number of

Passengers

Non-Contribution

n

Nuclear Risks

War, Hi-jacking

and Other Perils

Contractual

Liability

(f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any

Government (whether civil military or de facto) or public or local authority.

(g) Hijacking or any unlawful seizure or wrongful exercise of control of

the Aircraft or crew in Flight (including any attempt at such seizure or

control) made by any person or persons on board the Aircraft without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the

control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the

safe return of the Aircraft to the Insured at an airfield not excluded by the geographical

limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe

return shall require that the Aircraft be parked with engines shut down and under no

duress).

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that Insured observes and fulfils the following Conditions

before the Insurers have any liability to make any payment under this Policy.

1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon.

2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the operation of the Aircraft and shall ensure that

(a) the Aircraft is airworthy at the commencement of each Flight;

(b) all Log Books and other records in connection with the Aircraft which

are required by any official regulations in force from time to time shall be

kept up to date and shall be produced to the Company or their Agents on

request;

(c) the employees and agents of the Insured comply with such and requirements.

3. Immediate notice of any event likely to give rise to a claim under this

Policy shall be given as stated in the Schedule. In all cases the Insured shall

(a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents thereto;

(b) give notice of any impending prosecution;

(c) render such further information and assistance as the Company may reasonably require;

(d) not act in any way to the detriment or prejudice of the interest of the

Company.

The Insured shall not make any admission of liability or payment or offer or

promise of payment without the written consent of the Company.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Claims Control 1. The Company shall be entitled (if they so elect) at any time and for so

long as they desire to take absolute control of all negotiations proceedings and in the name of the Insured to settle, defend or pursue any

claim.

2. Upon an indemnity being given or a payment being made by the Company under this Policy, they shall be subrogated to the rights
Due Diligence

Compliance

with Air

Navigation

Orders, etc.

Claims

Procedure

Subrogation

remedies of the Insured who shall co-operate with and do all things necessary

to assist the Company to exercise such rights and remedies.

3. Should there be any change in the circumstances or nature of the risks

which are the basis of this contract the Insured shall give immediate notice

thereof to the Company and no claim arising subsequent to such change shall

be recoverable hereunder unless such change has been accepted by Company.

4. This Policy may be cancelled by either the Company or the Insured giving

10 days notice in writing of such cancellation. If cancelled by the Company

they will return a pro rata portion of the premium in respect of the unexpired

period of the Policy. If cancelled by the Insured a return of premium shall be at

the discretion of the Company. There will be no return of premium in respect of

any Aircraft on which a loss is paid or is payable under this

5. This Policy shall not be assigned in whole or in part except with the

consent of the Company verified by endorsement hereon.

6. This Policy is not and the parties hereto expressly agree that it shall not

be construed as a policy of marine insurance.

7. This Policy shall be construed in accordance with English Law and any

dispute or difference between the Insured and the Company shall

submitted to arbitration in London in accordance with the Statutory provision

for arbitration for the time being in force.

8. When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.

9. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Company in respect of any or all Insureds shall not exceed the limit(s) of indemnity stated in this Policy.

10. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

(D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents out of one event.

2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with parts normally attached when removed for the purpose of overhaul replacement, shall together constitute a single Unit.

3. "OVERHAUL LIFE" means the amount of use, or operational calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.

4. "OVERHAUL COST" means the costs of labour and materials are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a Unit.

5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire reward.

Variation in
Risk

Cancellation

Assignment

Not Marine

Insurance

Arbitration

Two or More

Aircraft

Limits of

Indemnity

False and
Fraudulent
Claims

6. "BUSINESS" means the uses stated in Private Pleasure and use business or professional purposes but NOT use for hire or reward.

7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage

accompanying passengers and cargo for hire or reward.

8. "RENTAL" means rental, lease, charter or hire by the Insured to any

person, company or organisation for Private Pleasure and Business only, where the operation of the Aircraft is not under the control of the

Insured. Rental for any other purpose is NOT insured under this unless specifically declared to Company and the detail of such stated under SPECIAL RENTAL USES.

Definitions 5. 6. 7. and 8. Constitute Standard Uses and do not include

Instruction, Aerobatics, Hunting, Patrol, Fire-fighting, the intentional dropping,

spraying or release of anything, any form of experimental or competitive flying,

and any other use involving abnormal hazard, but when cover is provided

details of such use(s) are stated in the Schedule under SPECIAL

9. "FLIGHT" means from the time the Aircraft moves forward in off or attempting to take off, whilst in the air, and until the Aircraft

completes its landing run. A rotor-wing aircraft shall be deemed to be in

Flight when the rotors are in motion as a result of engine power, momentum generated therefrom, or autorotation.

10. "TAXYING" means movement of the Aircraft under its own other than in Flight as defined above. Taxying shall not be cease merely by reason of a temporary halting of the Aircraft.

11. "MOORED" means, in the case of aircraft designed to land on water,

whilst the Aircraft is afloat and is not in Flight or Taxying as defined above,

and includes the risks of launching and hauling up.

12. "GROUND" means whilst the Aircraft is not in Flight or Taxying or

Moored as defined.

※申報頻率：事實發生或內容異動之日起三十日內更新。