公司名稱 泰安產物保險股份有限公司

商品代碼 2015062610713

商品名稱 泰安產物貨物運輸保險 Claims General Provisions Clause

申報頻率 事實發生或內容異動之日起三十日內更新

承保範圍 Damage Repair Costs

In respect of damage claims recoverable hereunder where the Assured is appointed to effect such repairs on behalf of Insurers, it is agreed that such repair costs shall be based on the Assured's normal commercial rate for such repairs including the Assured's normal element of profit.

Failure to Notify Loss

Failure of the Assured's customers or other interested parties or inadvertent omission of the Assured to notify loss or damage and lodge claims on carriers or other responsible parties within the time limits allowed shall not prejudice the Assured's or, with the approval of the Assured, the assignee's rights of full recovery under this policy.

"On Account" Payments

It is agreed that for losses anticipated as being in excess of (AS ARRANGED) where liability is admitted but the loss cannot be quantified within 14 working days of Insurer's admission of policy liability, then Insurers shall make an "on account" payment to the Assured of (AS ARRANGED)% of the anticipated net claim, subject to final adjustment within the terms of the Nomination of Repairers

It is hereby noted and agreed the Assured may repair the subject matter or nominate repairers where repairs by any other party may or would compromise prejudice or invalidate any guarantee and/or warranty and/or like assurance or undertaking given by the manufacturers or suppliers of the subject matter insured.

Non-Delivery Losses

In the event of a claim for theft, non-delivery or shortage of the subject matter and after the Assured has taken all reasonable steps to locate the cargo, Insurers agree that they shall make settlements to the Assured if the cargo has not been located after the expiry of (AS ARRANGED) working days from the date of discharge of the overseas vessel at the port of discharge or (AS ARRANGED) working days from the date of unloading of the aircraft at the airport of discharge or (AS ARRANGED) working or (AS ARRANGED) working or (AS ARRANGED) working days from the date of unloading of the aircraft at the airport of discharge or (AS ARRANGED) working days from the date the goods should have arrived at final destination via land conveyances as applicable.

Surveys

No survey is necessary for claims amounting up to (AS ARRANGED) or equivalent in other currencies. When a survey is called for following a report of loss of or damage to cargo, which is likely to result in a claim hereunder, fees are recoverable even when no claim eventually results.

Translation Clause

It is hereby noted and agreed the Assured and/or Aon and/or nominated Loss Adjusters, Surveyors or Solicitors are authorised to procure the translation of any document(s) necessary to the investigation defence or settlement of any claim that may be recoverable under this policy. The reasonable cost of any authorised translation shall be met in full by Insurers without prejudice to liability or regard to any provision in this insurance limiting or excluding liability.

一般性賠償條款

修復費用

當保險標的物發生本保險承保範圍內之損失而被保險人代表保險人進行修復時,修復費用以被保險人正常商業上費用加上被保險人基本利潤為限。

未通報損失

被保險人因疏漏未向保險人及運送人或相關應負責任之第三人通知出險時,並不影響被保 險人或其受讓人於本保單之求償權利。

預付賠款

當有預期超過〔依約定〕之賠案發生且確定保險人責任,而保險人無法於14個工作天內賠 付時,則須預付〔依約定〕%之預付賠款。

指定修復廠商

茲同意被保險人可自行修復受損貨物或指定修復廠商,而不侵害原供應商或製造商對保險 標的物提供之擔保或保證或使其無效。

未送達損失

當發生貨物於海運載船抵達收貨港〔依約定〕個工作天、空運班機抵達目的地機場〔依約 定〕個工作天,或陸運應抵達目的地〔依約定〕個工作天,而貨物發生失竊、未送達或短 少之損失時,保險人應負賠償責任。

公證

茲同意〔依約定〕以下之損失不須進行公證。就算無損失發生,所有公證費用應包含於賠 案費用中。

翻譯條款

茲同意所有為決定或辯護賠案進行之調查而授權被保險人、保險經紀人/代理人、公證 人、理算師或律師進行文件翻譯之費用皆包含於本案賠款費用中。不論本保單有任何限制 性或除外條款,該翻譯費用將由保險人全額給付。