

## **SPECIAL CLAUSE FOR CASH AND SECURITY (B)**

### **Definition**

1. The following specification of definition shall be applied to this insurance.

(1) “money and check” means money, check (**excluding blanked check**), postage stamp, revenue stamp, gift certificate, ticket and telephone card, but excluding personal belongings.

(2) “Securities” means government bond, stock certificate, bill (draft), public and corporate bonds and bankbook (**excluding bankbook does not kept with stamp**).

(3) “during transportation” means the period from the time when the “money and check” “Securities” leave the store, office and the like at the place of departure specified in the policy, continues during the ordinary and reasonable course of transit (including the period of ordinary and reasonably temporary storage), until delivery to the store, office and the like at the destination specified in this policy. The way of transportation shall be limited to hand carry by the Assured or their employee, registered mail, carried with escort and/or rail transport, air service or road transport declared as valuables. In case the registered mail are forwarded to consignee’s other address or return to the sender, this insurance shall include the period until delivery to forwarded consignee’s address or sender.

(4) “during storage” means the period whilst the “money and check” and “Securities” which are under the care of the Assured or their employee, are stored by ordinary and reasonable way, and excluding “during transportation”. The storage other than business hour shall be limited to in the safe (including portable safe).

### **Loss and/or Damage to be Claimable**

2.

(1) This company shall be liable to indemnify the Assured for the direct loss of property arising from theft, loss or any other accidental damage to “money and check” and “Securities” occurred “during transportation” or “during storage” in China (only occurred during “contract period”), subject to Inland Transportation Cargo Insurance Clause (by water or overland) and special clauses specified in this policy.

(2) This company shall also be liable for the costs and expenses as follows;

- a. Costs and expenses of public peremptory notice and/or judgment of exclusion
- b. Costs and expenses reasonably incurred by the Assured to prevent or minimize loss and salvage charges
- c. In case of remake, costs and expenses for remake.

(3) Notwithstanding the provision contained in the Article 12 of Inland Transportation Cargo Insurance Clauses (by water and overland), this company shall be liable for the costs and expenses stated 2.2 above, even if the total amount of said costs/expenses and property damage exceed the insured amount.

### **Loss and/or Damage not to be Claimable**

**3. This company shall not be liable for the following loss and/or damage.**

**(1) Loss and/or damage specified in (1), (2), (3), (4) and (6) in Article 4 of Inland Transport Cargo Insurance Clauses (by water and overland)**

**(2) Intentional act by the Insured or his representatives**

**(3) Dishonesty committed by the Insured's employee**

**(4) Armed conflict, strike, riot and civil commotion**

**(5) Confiscation or requisition by the Government departments**

**(6) Earthquake**

**(7) Unreasonable detour or stay "during transportation"**

**(8) Missing or other mysterious loss "during storage"**

**(9) Loss "during storage" in the unlocked safe (excluding the ordinary and reasonably working hours)**

**(10) Leave behind or missing "during transportation"**

**(11) Fraud or misappropriation**

**(12) Mistake or error of office work or accounts, such as writing error of account book or slip, mistake of bill, mistake of payment or receipt and so on**

**(13) Forgery or alteration**

**(14) Credit risk or come down of market value**

**(15) Any indirect loss or consequential loss**

### **Insured Value and Insured Amount**

4. Insured value shall be at current price at the previous day of the accident and insured amount shall be the same as Insured value unless otherwise agreed.

### **Limit of Liability**

5. Notwithstanding anything contained herein to the contrary, total amount paid by this policy, including costs and expenses, shall not exceed the amount listed in the policy.

### **Obligation in case of Loss**

6.

(1) It is the duty of the Contractor and the Assured in respect of loss recoverable hereunder to take all of following measures.

a. Immediate notice must be given to this company

b. Immediate notice must be given to police or post office and obtain evidence of the accident

from them

(2) The public peremptory notice procedure, notice to bank and other necessary procedure must be done. In case the Contractor and the Assured breach 6.1 above, this company shall not be liable for the claim.

#### **Return Claim**

7. In case the Assured has not suffered any loss (excluding the costs and expenses specified in 2.2), the Assured shall immediately return the claim amount, which this company already paid, to this company.

#### **Preparation of Documents**

8.

(1) The Assured shall be required to keep record or other similar document which is recorded amount of “cash and check” and “Securities” “during transportation” and “during storage”, and in case this company require the Assured to submit this record, the Assured need to submit them to this company. The Assured also accept this company’s inspection, if required.

(2) The Assured shall be required to prove their loss by this record or document, in case the Assured claim to this company.

#### **Other Insurance Clauses**

9. This insurance is subject to Inland Transportation Cargo Insurance Clauses (by water or overland), unless otherwise contrary to this special clauses.