

三井住友海上火灾保险（中国）有限公司

**SPECIAL CLAUSE FOR ALTERATION OF LIMIT OF  
LIABILITY (N.V.O.C.C.)**

It is hereby understood and agreed that if the liability taken by the Assured on basis of the negotiation between the Assured and cargo owner after the accident exceeds the agreed limit of liability stated in the original contract of carriage when the cargo carried by the Assured suffers any damage or loss, this insurance may indemnify the excess amount of the loss exceeding relevant agreed limit of liability in the original contract of carriage, which shall be regarded as fair and reasonable, **provided that the cause of damage or loss is covered by the main clause Institute Cargo Clauses (A)/(Air) and/or Cargo Indemnity Insurance Clauses.**

**The Limit of Liability of the Insurer in the aforementioned accident shall be as follows:**

**(1) The limitation shall not exceed the amount listed in the policy. When the accumulated amount of the indemnity reaches the annual aggregate amount, the indemnity liability in this special clause shall terminate for such corresponding policy year.**

**(2) The total amount of indemnity under Cargo Indemnity Insurance Clauses and under this special clause shall not exceed the CIF invoice value of the damaged cargo.**

**The Insurer shall not be liable to indemnify the Assured, as Carrier, for any loss of or damage to the subject-matter insured arising out of the statutory exemption incidents and the exempted incidents stated in the Bill of Lading issued by the Assured.**