

# 美國協會貨物條款—單獨海損不賠 1/1/2004

## AMERICAN INSTITUTE (AIMU) CARGO CLAUSES 2004 FREE OF PARTICULAR AVERAGE- AMERICAN CONDITIONS (FPAAC)

### AIMU-FPAAC-2004

#### 1. FPA AVERAGE TERMS

Unless broader coverage is provided elsewhere herein or endorsed hereon, the following Institute FPA Warranties shall apply:

##### Vessel

A. Warranted Free from Particular Average unless caused by the vessel or craft being stranded, sunk, or burnt, but notwithstanding this Warranty the Company is to pay any physical loss of or damage to the insured property which may reasonably be attributed to fire, due to collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress.

##### “On Deck” Vessel

B. Insured property shipped on deck subject to an “On Deck” bill of lading is warranted free from Particular Average unless caused by the vessel being stranded, sunk, burnt, on fire or in a collision; or by jettison or washing overboard, or by loss overboard of overseas containers stowed on deck whether subject to an “On Deck” bill of lading or not.

##### Aircraft

C. Warranted Free from Particular Average unless caused by the aircraft suffering an accident in takeoff or landing, or coming to earth at a place other than an airfield, or in a collision with another aircraft; or being on fire or by jettison.

#### 2. CAUSES OF LOSS

#### 1. 單獨海損不賠—海損條款

除他處或批單另有更廣泛之承保，下列協會單獨海損擔保應予適用：

##### 船舶

A. 本保單不賠單獨海損，然船舶或駁船擱淺、沈沒或燒毀所致者，不在此限；不論本擔保為何，合理歸因於火災、碰撞或與船舶及/或駁船及/或運輸工具與水以外之任何外在物體(包括冰)碰觸，或於避難港卸貨所致對保險標的之任何實際滅失或毀損，本保險公司同意予以理賠。

##### “甲板上”船舶

B. 被保險財產依據「甲板上」載貨證券而被裝載於甲板上者，不賠單獨海損，然係因船舶擱淺、沈沒、焚燬、失火或碰撞，或遭投棄或被浪衝下海，或無論是否依照「甲板上」載貨證券堆放於海船上之貨物之落海損失者除外。

##### 飛航器

C. 不賠單獨海損，然係因飛航器遭遇起飛或降落、或於機場以外之地表起降、或與另一飛航器碰撞、或失火或遭投棄者除外。

#### 2. 損失原因

## Basic Perils

Touching the adventures and perils which the Company is contented to bear, and take upon itself, they are of the seas, fires, assailing thieves, jettisons, loss overboard of overseas containers while stowed on deck, barratry of the master and mariners, and all other like perils, losses and misfortunes that have or shall come to the hurt, detriment or damage of the insured property.

In respect to shipments via aircraft, the words, "seas" and "barratry of the master and mariners" shall be read as "air" and "breaches of trust by the air crew," respectively.

## 3. ADDITIONAL PERILS

This policy shall also cover:

### Shore Perils

A. Where this insurance covers property while on shore, including during land transportation, the risks of collision, derailment, overturn or other accident to the conveyance, fire, lightning, sprinkler leakage, cyclones, hurricanes, earthquakes, floods (meaning the rising of navigable waters) and collapse or subsidence of docks or wharves.

### *Packages Totally Lost*

B. Any package, or packages, totally lost in loading, transshipment or discharge.

### Inchmaree

C. Physical loss of or damage to the insured property caused by:

- (1) The bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation or management of the Vessel (within the meaning of Section 3 of the Harter Act, 1893) by the Master, Mariners, Mates, Engineers or Pilots.

### Explosion

- (2) Explosion, howsoever or wheresoever occurring.

### Pollution Damage/ Deliberate Damage

- (3) Governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this policy if the insured property would have sustained physical loss or damage as a direct result of such accident or occurrence.

## 基本風險

承保危險事故為海上風險、失火、破壞性竊盜、投棄、裝載於海船甲板上貨物之落海損失、船長及海員之惡意不法行為及所有其他類似之風險、損失及不幸，而會或將對被保險財物造成傷害、損傷或毀損者。

於經由飛航器運送貨物之場合，“海”及“船長及海員之惡意不法行為”應分別改讀為“航空”及“飛航器機組人員之背信行為”。

## 3. 額外風險

本保單亦應承保：

### 岸上風險條款

A. 本保險承保財產位於岸上之時，包括陸上運輸期間，因碰撞、出軌、翻覆或其他運輸的意外事故、火災、閃電、爆裂滲漏、氣旋、颶風、地震、洪水(指可航行水域之洪水暴漲)及船塢或碼頭的崩塌或凹陷。

### 包裝全損

B. 任何包裝或數包裝於裝載、轉運或卸載時之全損。

### 殷馬區條款

C. 被保險財產因下列原因所致之實際滅失或毀損：

- (1) 因鍋爐爆炸、軸承斷裂、或因機器、船體或屬具之任何隱有瑕疵，或因船長、海員、大副、輪機人員或引水人於船舶航行或管理上之疏失或錯誤(同依1893年哈特法第三條意義)。

### 爆炸

- (2) 無論任何原因或於任何處所所發生之爆炸。

### 污染損害/惡意損害

- (3) 政府部門為公共福祉以防止或減輕污染危險或威脅，然以該導致需求政府進行該作為之意外或事件，如同被保險財物因該意外或事件之直接結果而遭受實際滅失或毀損般，會造成本保險所請求之損失為限。本(3)項規定所提供之承保僅適用於

The coverage provided by this sub-part (3) shall only apply when the insured property is on board a waterborne conveyance.

被保險財產裝載於水上運輸工具之情況。

#### 4. ADDITIONAL COVERAGES

This policy shall also cover the following contributions and/or expenses:

##### General Average & Salvage Charges

A. General Average contribution and Salvage Charges determined to be due from or in respect to insured property.

##### Landing, Warehouse & Forwarding Charges

B. Landing, warehousing, forwarding and special charges incurred by reason of perils insured against.

##### Brands & Trademarks

C. Expenses to remove Brands and Trademarks pursuant to the Brands and Trademarks provisions of the Loss Adjustment Clauses.

##### “Both to Blame”

D. Where insured property is shipped under a Bill of Lading containing the so-called “Both to Blame Collision” Clause the Company agrees as to all losses covered by this insurance, to indemnify the Assured for this policy’s proportion of any amount (not exceeding the amount insured) which the Assured may be legally bound to pay to the shipowners under such clause. In the event that such liability is asserted the Assured agrees to notify the Company as promptly as possible and the Company shall have the right, at its own cost and expense, to defend the Assured against such claim.

##### Sue & Labor Charges

E. Charges reasonably incurred pursuant to the duty set forth below, whether said efforts are successful or not:

In the event of loss or misfortune, it is the duty of the Assured and any assignee of the Assured’s rights hereunder to take all reasonable measures to avert or minimize loss insured against by this policy and to ensure that all rights against third parties are preserved and exercised.

The Company shall be liable in full for the charges incurred under this Clause whether the combined amount of physical loss or damage and Sue and Labor Charges exceeded the applicable policy limit or not.

##### Craft/Lighter Charges

F. Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any

#### 4. 額外承保

本保單亦承保下列分擔及/或費用：

##### 共同海損及救助費用

A. 被保險財產所應分攤之共同海損及救助費用。

##### 上岸、倉儲及轉運費用

B. 因承保事故所生之上岸、倉儲、轉運及特別費用。

##### 品牌及商標

C. 依據損失理算條款中之品牌及商標規定，移除品牌及商標之費用。

##### 雙方過失

D. 被保險財產所為裝運之載貨證券，其上訂有一名為「雙方過失碰撞條款」者，本保險公司同意，就本保險所承保之所有損失，補償被保險人於該條款下，任何依法應支付給船舶所有人之任何款項（不應超過保險金額）之比例部分。於該責任可能發生時，被保險人同意應儘速通知本保險公司，且本保險公司有權以其成本及費用，為被保險人抗辯該求償。

##### 損害防阻費用

E. 為履行下列義務所生之合理費用，不論效果是否成功：

於損失或不幸發生時，被保險人及被保險人受讓人有義務且為其權利採取所有合理措施以避免或減輕本保單所承保之損失，且確使其能保留並行使得對第三人主張之所有權利。

本保險公司會全額支付依本條款所生之費用，無論實際減失或毀損及損害防阻費用之總額是否超過本保單之限額。

##### 駁船費用

F. 包括以船艇、筏或駁船往返船舶。任一船艇、筏或駁船應被視為一分離保險。任何免除駁船人員責任之協議，不

agreement exempting lightermen from liability.

## 5. EXCLUSIONS

The following exclusions shall apply unless modified or superseded elsewhere herein or endorsed hereon:

### Basic Exclusions

A. This policy does not cover:

- (1) Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear.
- (2) Loss, damage, or expense:
  - (a) Attributable to willful misconduct of the Assured;
  - (b) caused by inherent vice or nature of the insured property;
  - (c) arising from insolvency or financial default of the owners, managers, charterers, or operators of the vessel;
  - (d) resulting from insufficiency or unsuitability of packing or preparation of the insured property for the intended voyage. For the purposes of this clause, "packing" shall be deemed to include stowage into an overseas container but only when such stowage is carried out prior to the commencement of the insured voyage or when performed by the Assured or his representative.

## 6. PARAMOUNT WARRANTIES

Subject to the following Paramount Warranties which shall not be modified or superseded by any other provisions included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes the said risks:

### F.C. & S. Warranty

A. Notwithstanding anything herein contained to the contrary, this insurance is warranted free from:

- (1) all consequences of capture, seizure, arrest, restraint, detention, confiscation, preemption, requisition, nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- (2) all loss or damage or expense, whether in time of peace or war, caused by:
  - (a) any weapon of war employing atomic or nuclear fission and/or fusion and/or reaction or radioactive force or matter or
  - (b) any mine or torpedo;
- (3) all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this Warranty shall not exclude collision or contact with

應損及被保險人權益。

## 5. 除外不保

除本保單或批單另有修訂或修改外，下列除外不保事項應予適用：

### 基本除外事項

A. 本保單不承保：

- (1) 正常滲漏、重量或容量之正常減少或正常耗損。
- (2) 因下列原因所致之滅失、毀損或費用：
  - (a) 因被保險人故意不當行為；
  - (b) 因被保險財產固有瑕疵或本質所致；
  - (c) 因船舶所有人、經理人、租傭船人或船舶營運人之破產或財務困難所生；
  - (d) 因被保險財產之包裝或整備對預定航程而言是不足且不適當所致。為本條款之目的，「包裝」應視為包括堆放於海上貨櫃之情況，然僅以該堆放繫於投保航程開始前或為被保險人或其代表人所為者為限。

## 6. 至上擔保條款

於適用下列至上擔保條款之情況下，該擔保條款不得以本保單其他條款、加蓋戳記或另以特約批註之其他方式予以修正或取代，然該其他規定已特別載明本擔保條款所排除之風險，並明示承保該風險者除外：

### 捕獲及扣押除外不保條款

A. 無論本契約其他條款是否有相反約定，本保險均不承保下列事項：

- (1) 任何因捕獲、扣押、假扣押、禁制、扣留、沒收、先占、徵用、國有化等所生之所有後果，及無論是平時或戰時，亦無論是合法或非法，所生之所有後果或任何威脅；
- (2) 無論是平時或戰時，因下列事項所致之所有滅失、毀損或費用：
  - (a) 運用任何原子或核子分裂及或融合及或核子反應或放射性武力等戰爭武器或
  - (b) 任何水雷或魚雷；
- (3) 敵對行為或類戰行為(無論宣戰與否)之所有後果，然本擔保條款不應排除與火箭或類似之飛彈(戰爭武器除

rockets or similar missiles (other than weapons of war) or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purposes of this Warranty "power" includes any authority maintaining naval, military, or air forces in association with a power;

- (4) all consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or from the consequences of the imposition of martial law, military or usurped power, or piracy.

### **S.R. & C.C. Warranty**

B. Warranted free from loss, damage, or expense caused by or resulting from:

- (1) strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons, taking part in any such occurrences or disorders;
- (2) vandalism, sabotage, or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

### **Delay Warranty**

C. Warranted free of claim for loss of market or for loss, damage, expense or deterioration arising from delay, whether caused by a peril insured against or otherwise.

### **Nuclear/Radioactive Contamination Exclusion Warranty**

D. Warranted that this policy shall not apply to any loss, damage or expenses due to or arising out of, whether directly or indirectly, nuclear reaction, radiation or radioactive contamination, regardless of how it was caused. However, subject to all provisions of this policy, if this policy insures against fire, then direct physical damage to the insured property located within the United States or any territory of the United States or Puerto Rico by fire directly caused by the above excluded perils, is insured, provided that the nuclear reaction, radiation, or radioactive contamination was not caused, whether directly or indirectly, by any of the perils excluded by the F.C. & S. Warranty of this policy. Nothing in this clause shall be construed to cover any loss, damage or expense caused by nuclear reaction, radiation or radioactive contamination arising directly or indirectly from the fire mentioned above.

## **7. ADDITIONAL CONDITIONS**

外)之碰撞或接觸，或與任何固定或浮動物體(水雷或魚雷除外)之碰撞或接觸、擱淺、惡劣天候、失火或爆炸，除非其係一軍事武力所為或對其所為之交戰行為直接所致(且與承運船舶，或與其他船舶碰撞之場合，該船舶所執行之相關航程或服務之本質無關)。為本擔保條款之目的，稱“武力”包括具有武力且維持一海軍、陸軍或空軍之任何當局；

- (4) 因內戰、革命、叛亂、暴動、或由此而起的內亂，或因戒嚴、軍管、政變或海盜所致之所有後果。

### **罷工、暴動暨民變除外不保條款**

B. 不賠下列事項所致生之滅失、毀損或費用：

- (1) 因罷工、閉廠、勞動糾紛、騷亂、民變、或參與該事件或失序活動之之任何人之行為；
- (2) 粗暴行為、破壞或惡意行為，包括個人或群眾之行為，不論其是否代表主權國家的行為、或基於政治、恐怖主義或意識形態目的所為之行為，且不論其是由偶發或蓄意所致之滅失、毀損或費用。

### **遲延除外不保條款**

C. 不賠市場損失或遲延所致之滅失、毀損、費用或品質劣化，不論其是否為承保風險所致。

### **核子/放射性污染除外不保條款**

D. 不論為直接或間接，亦不論其原因為何，凡因核子反應、輻射或放射性污染所致之滅失、毀損或費用，均不予賠付。然基於本保單規定，如本保單有承保失火，則位於美國境內或美國任何領域或波多黎各之被保險財產之直接實際損害，由前述除外風險直接所致火災對被保險財產之直接實際毀損，仍予以承保；然以該核子反應、輻射、或放射性污染並非由本保單『捕獲暨扣押除外不保條款』所載明之風險直接或間接所致者為限。本條款不可解為於投保火險時，凡因直接或間接火災所致生之核子反應、輻射或放射性污染，並由此所致之滅失、毀損或費用概屬承保範圍。

## **7. 附加條件**

The following additional clauses shall also apply:

### Seaworthiness

A. The seaworthiness of the vessel operating as a common carrier is hereby admitted as between the Assured and the Company and the wrongful act or misconduct of the shipowner or his servants causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on this policy. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed. The Assured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bill(s) of Lading and/or Charter Party.

### Carrier Clause

B. Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

### Economic & Trade Sanctions

C. Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

## 8. DURATION OF RISK

The following conditions apply regarding the duration of risk:

### Transit Clause

- A.
- (1) This insurance attaches from the time the insured property leaves the warehouse, or is delivered alongside or on board the overseas conveyance in accordance with the obligation of the Assured under the terms of sale, for the commencement of transit and continues until:
    - (a) insured property is delivered to the Consignee's or other final warehouse or place of storage at the intended destination; or
    - (b) the insured property is delivered to any other warehouse or place of storage, whether prior to or at the intended destination, which the Assured (including any shipper, assignee, consignee or claimant that has control of the insured property at the relevant time) elects to use either:
      - (i) for storage other than in the ordinary course of

下列附加條件應予適用：

### 適航性

A. 被保險人及本保險公司併此承認公共運送人所營運之船舶之適航性，船舶所有人或其受雇人造成損失之不法行為或不當行為不應損及一無辜善意的被保險人一如無該不法行為或不當行為而得依本保單請求損失賠償之假定下，可得請求損失賠償之權利。無論是否有無引水人在船而啟航，及於任何情況下拖帶或協助其他船舶或航具，及被拖帶。載貨證券及或租傭船契約上之過失條款及或隱有瑕疵之規定，不應損及被保險人任何權益。

### 運送人條款

B. 謹此擔保，本保險不得直接或間接給予任何運送人或受託人保險受益。

### 經濟及貿易制裁

C. 本保單所提供之承保項目違反美國經濟或貿易制裁任何規定時，例如但不限於由美國財政部外國資產控管署所控管及執行之制裁項目，該承保項目之規定應屬無效。同樣地，任何證書或其他保險證明中所載或所參考之任何承保項目或任何主張，如有違反前述美國經濟或貿易制裁規定者，亦屬無效。

## 8. 風險期間

下列條款適用於有關風險之期間：

### 運輸條款

- A.
- (1) 本保險於被保險財產為開始運送而離開倉庫，或被保險人依照買賣契約之義務將被保險貨物送抵海上運送工具之船邊或船上時開始起保，並持續承保至：
    - (a) 被保險財產送抵受貨人之或預定目的地之其他最後倉庫或存放地點；或
    - (b) 被保險財產於預定目的地之前或之時，送抵被保險人(包括託運人、受讓人、受貨人或於相關時間具有控管被保險財產之權利人)為下列目的使用之任何其他倉庫或存放地點：
      - (i) 通常運輸過程以外之儲

- transit; or
- (ii) for allocation or distribution; or
- (c) the expiring of 60 days (30 days on air shipments) after completion of discharge from the overseas vessel (or aircraft), whichever shall first occur. In the event of delay in excess of the limits specified in (c) above arising from circumstances beyond the control of the Assured, held covered at a premium to be named for an additional 30 days provided the Assured gives notice thereof to the Company as promptly as possible but in any event prior to the expiry of the original 60 days (30 days on air shipments) period.
- (2)
- (a) This insurance specially to cover the insured property during deviation, delay, forced discharge, re-shipment, transshipment and any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.
- (b) In the event of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, this insurance continues until the insured property is sold and delivered at such port or place; or, if the insured property be not sold but is forwarded to the original insured destination or to any other destination this insurance continues until the insured property has been sold and delivered to the warehouse or place of storage as provided in section 1.
- (3) If while this insurance is still in force and before the expiry of 15 days from midnight on the day on which the discharge overside of the insured property from the overseas vessel at the final port of discharge is completed, the insured property is re-sold (not being a sale within the terms of Section 2(b)) and is to be forwarded to a destination other than that covered by this insurance, the insured property is covered hereunder while deposited at such port of discharge until again in transit or until expiry of the aforementioned 15 days whichever shall first occur. If a sale is effected after the expiry of the aforementioned 15 days while this insurance is still in force the protection afforded hereunder shall cease as from the time of the sale.
- (4) Held covered at a premium to be named in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
- (5) It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Assured, Assignee, Consignee or Claimant and the Assured, Assignee, Consignee or Claimant shall act with reasonable dispatch in all circumstances within their control.
- (6) It is agreed that insured property taken out of transit upon

- 存；或
- (ii) 為分裝或分配；或
- (c) 於被保險財產自海船(或航空器)卸載完成屆滿六十日(空運則為三十日)時。保險契約終止點應依其實際情況，以先發生之時點為準。如因被保險人無法控制之原因，造成貨物遲延而超過(c)款前述所定期間者，於同意增加額外保費情況下，保險契約得繼續延長三十日，然被保險人必須於原訂六十日(空運則為三十日)屆滿前儘速通知保險公司。
- (2)
- (a) 於船舶所有人、租傭船人基於運送契約所賦予之自由權所發生之偏航、遲延、強制卸貨、重新裝船、轉運他船及其他各種冒險情事時，本保險契約對被保險財產仍特別予以承保。
- (b) 於船舶所有人、租傭船人基於運送契約所賦予之自由權而使運送契約於原定目的地以外之港口或處所終止時，本保險契約之效力持續至被保險財產於該港口或該處所出售並交付時為止；或如被保險財產尚未售出並會轉運至原定目的地或任何其他目的地時，本保險契約效力持續至被保險財產依第(1)項規定所定之倉庫或儲存處所出售並交付時為止。
- (3) 如本保險契約於生效期間並於被保險財產於最終卸貨港卸載完成日之午夜時起算屆滿十五日前，被保險財產再度售出(並非基於第(2)項(b)款規定之出售情形)並將運往本保險契約以外之目的地時，被保險財產於該卸貨港儲存期間仍受承保，一直至其再度啟運或前述十五日屆滿時為止，該終止時點應依實際情況，以先發生之時點為準。如出售被保險財產之買賣契約生效日於前述十五日屆滿之後，而本保險契約仍屬有效時，本保險契約應自買賣契約生效日起終止。
- (4) 如發生航程變更或有關係保險利益、船舶或航程記載有遺漏或錯誤之情形，於協議保費下，本保險契約得繼續有效。
- (5) 下列為本保單之條件，除被保險人、受讓人、受貨人、或求償權人無法控制之情形外，貨物運送不應被中斷或停止，且於被保險人、受讓人、受貨人、或求償權人於其能控制之情形下，其應採取合理且迅速之處置措施。
- (6) 保險公司為確定貨物之滅失或毀損，因其所指派或代表之公證人之要求，而影響被保險財產之運送

instructions of surveyors appointed by or on behalf of the Company for the purpose of establishment of loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment, without payment of additional premium or advice to the Company, during such interruption or suspension of transit until disposed of by delivery to and acceptance by the original Consignee or by sale to others or otherwise, provided that during such interruption or suspension of transit the Assured complies with the surveyors' instructions.

### Shipments Returned or Refused

B. In the event of refusal or inability of the Assured, or Consignee, to accept delivery of insured property, this policy is extended to cover such insured property, subject to the original insuring terms, during delay and/or return or until otherwise disposed of, provided the Assured reports the facts of such situations to the Company as soon as they have knowledge of such an occurrence and pays additional premium if required.

### Consolidation/Deconsolidation

C. This policy is extended to cover the insured property temporarily stopped in transit for the purpose of consolidation or deconsolidation in or from overseas containers for not exceeding 30 days whether the said stoppage in transit is within the control of the Assured or not. Held covered at an additional premium to be named for an additional 30 days provided the Assured gives notice thereof to the Company as promptly as possible but in any event prior to the expiry of the original 30 day period.

## 9. LOSS ADJUSTMENT CLAUSES

The following loss adjustment clauses shall apply:

### Constructive Total Loss

A. No recovery for a Constructive Total Loss shall be paid hereunder unless the insured property is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value if the expenditure had been incurred.

### Partial Loss

B. In case of partial loss or damage insured against by this policy, a separation of sound and damaged insured property shall be made and the amount of loss determined by:

- (1) an agreed percentage of depreciation, in which event the Assured shall receive such percentage of the insured value of the damaged insured property, or, if there is no

時，該項貨物應依照原定保險契約之規定，無須另外增加保費，亦無須通知本保險公司，於因此造成運送中斷或停止之期間，本保險契約繼續有效，一直到被保險財產運抵原定之受貨人或售予其他人時為止，然於該次運送中斷或停止之期間，被保險人應依照公證人指示行事。

### 退貨或拒絕

B. 當被保險人或受貨人拒絕或無法收受被保險財產時，依照原定保險契約之規定，於遲延及/或退貨期間，或直到另以其他處置方式前，本保單對該被保險財產應延長其承保範圍，然被保險人必須於獲知此情事時儘速向保險公司為通報，如有必要，並應另外支付所需之附加保費。

### 併櫃/拆櫃

C. 被保險財產因併櫃或拆櫃目的而暫時停止運送時，不論該運送停止是否處於被保險人可得控制之範圍，本保單對該被保險財產得延長其承保範圍，惟不得超過三十天。於同意附加保費後，保險契約得繼續延長三十日，但被保險人必須於原訂三十日屆滿前儘速通報本保險公司。

## 9. 損失估算條款

下列損失估算條款應予適用：

### 推定全損

A. 除被保險財產因實際全損已無可避免而為合理委付時，或為避免實際全損所支出之費用將超過其價值外，不得以推定全損請求賠償。

### 部分損失

B. 發生本保單所承保之部分損失時，應就被保險財產受損前與受損後之情形區分比較，損失數額依下列規定決定之：

- (1) 如有事先約定貨損折減百分比，則被保險人依該百分比獲得該受損被保險財產保險價值之理賠，或如無



- agreement;
- (2) sale of the damaged insured property, in which event the Assured shall receive the difference between the insured value of the damaged insured property sold and the proceeds of sale.

### General Average & Salvage Charges

C. General Average contributions and Salvage Charges shall be payable according to United States laws and usage and/or as per foreign statement and/or as per York Antwerp Rules (as prescribed in whole or in part) if in accordance with the Contract of Affreightment.

### Machinery Clause

D. When the insured property includes a machine consisting when complete for sale or use of several parts, then, in case of loss or damage covered by this insurance to any part of such machine, the Company shall be liable only for the proportion of the insured value of the part lost or damaged, or at the Assured's option, for the cost and expense, including labor and forwarding charges, of replacing or repairing the lost or damaged part, excluding loss, if any, sustained by payment of additional duty unless the full duty is included in the amount insured; but in no event shall the Company be liable for more than the insured value of the complete machine.

### Labels Clause

E. In case of damage affecting labels, capsules, or wrappers, the Company, if liable therefor under the terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of replacing the labels, capsules or wrappers and the cost of reconditioning the insured property, but in no event shall the Company be liable for more than the insured value of the damaged insured property.

### Brands & Trademarks

F. In case of damage by a peril insured against to insured property bearing a brand or trademark associated with the Assured, the damage value shall be ascertained after removal of such markings. Where removal is impracticable, the Company and the Assured shall consult as to how the loss may best be minimized; however, the Assured shall have the option of destroying the damaged insured property upon payment to the Company of the value which could have been realized by the sale of the insured property in its damaged condition.

### Subrogation

G. It is a condition of this insurance that upon payment of any loss the Company shall be subrogated to all rights of the Assured against third parties with respect to such loss. It is a further condition of this insurance that if the Assured or any Claimant impairs or diminishes the rights to which the

約定，則

- (2) 將該受損之被保險財產予以出售，被保險人可獲該被保險財產保險金額與出售所得間差額之理賠。

### 共同海損暨救助費用

C. 如依運送契約規定，共同海損分擔及救助費用應依美國法律及習慣及/或依照外國規則及/或依照約克安特衛普規則(依契約規定，全部或部分適用)為理算。

### 機器條款

D. 於被保險財產包括以出售為目的之組裝機器或其零組件，如該機器之任何零組件發生本保險承保範圍之滅失或毀損時，本保險公司僅就該毀損或滅失之零組件部份之保險金額為賠付；或依被保險人之選擇，就該滅失或毀損零組件之更換或修復所支出之成本或費用，包括工資及轉運費用為理賠，但如有額外關稅支出，不予理賠，然所有關稅已包括於保險金額中者除外。然無論如何，本保險公司之理賠範圍不應超過整部機器之保險金額。

### 標籤條款

E. 如依本保單條款所應負責之損害，影響到標籤、膠囊或封套時，本保險公司僅就足以更換該標籤、膠囊或封套所支出之成本及修理被保險財產所支出之成本為理賠。然無論如何，本保險公司理賠範圍不應超過該受損被保險財產之保險金額。

### 品牌暨商標

F. 具有能夠表徵被保險人品牌或商標之被保險財產因承保風險而受損時，其受損價值應以除去該品牌後之狀態計算之。如實際上無法除去，本保險公司與被保險人應共同協商如何將損失程度降至最低；然被保險人得選擇毀棄該受損被保險財產，於給付保險公司特定金額後獲得全額理賠，該特定金額係指該受損被保險財產出售後之價值。

### 代位求償

G. 保險公司依本保險為保險給付後，代位取得被保險人得向造成損害之第三人為求償之所有權利。如被保險人或請求權人有損害或削減本保險公司之代位求償權，因被保險人或

Company would be subrogated upon payment, the Company may deduct from such payment a sum equal to the estimated recovery lost by reason of the Assured's or Claimant's action or inaction.

## Notice of Loss

H. It is a condition of the Company's liability that the Assured, Assignee, Consignee or Claimant promptly report any loss or damage which may give rise to a claim hereunder. Notice may be given to any office of the Company or to the Company's claim or survey representative near the place where the insured property is or was destined. If no claim or survey representative of the Company is at or near such place, notice may be given to the nearest representative of the American Institute of Marine Underwriters, or if no such representative is available, to the nearest Lloyd's agent.

## Payment of Loss

I. In case of loss, such loss to be paid no later than thirty days after satisfactory proof of loss and satisfactory proof of interest in the insured property has been established by the Company (the amount of the premium, if unpaid, being first deducted). Proofs of loss to be submitted to the representative of the Company, if there be one at the place such proofs are taken. If there be no such representative the correspondent of the American Institute of Marine Underwriters may authenticate said proofs or in the absence of such correspondent, the nearest Lloyd's agent. Where such proofs have been established by the Company and the final amount of loss cannot be determined within said 30 days, the Company may advance an amount, to be agreed upon, pending final adjustment of the claim. Any amount advanced in excess of the final claim amount to be refunded to the Company by the Assured.

## Notice of Suit

J. No suit or action on this policy shall be sustainable in any Court of Law or Equity unless the Assured shall have complied in full with all the terms and conditions of this insurance, nor unless same shall be commenced within twelve (12) months after the loss, provided that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then no such suit or action shall be sustainable unless commenced within the shortest limitation of time permitted by the laws of such State.

## Choice of Law

K. It is agreed that this policy and its endorsement(s) is a contract of marine insurance protecting against marine risks and has been applied for, priced and underwritten as such, and the law applicable to any interpretation of this policy and the rights and obligations of the Company and the Assured hereunder shall be US federal maritime common law or, in the

請求權人之作為或不作為而蒙受之損失額，保險公司得自保險給付額度中予以扣減。

## 損失通知

H. 下列為本保險公司責任之條件，被保險人、受讓人、受貨人或請求權人於發生得依本保險為求償之滅失或毀損時，應立即通報本保險公司。該通報應給本保險公司之任何辦公地點或最鄰近被保險財產所在地或目的地之本保險公司之理賠或公證代表。如該地點或附近無本保險公司之理賠或公證代表，該通報應給予美國海上保險人協會最近的代表，或如無該代表，則給最近的勞依茲代理。

## 損失理賠

I. 於損失發生時，應於收到本公司所規定之充分損失證明及被保險財產利益證明三十天內支付該損失(如保險尚未支付，應先予以扣減)。如採證地點有本保險公司之代表人，則該損失證明應送交該代表人。如無該代表人，則美國海上保險人協會之聯絡人，或如無該聯絡人，則由最近的勞依茲代理，簽認該證明。如本保險公司已確認該證明，然理賠款多寡無法於前述三十天內確定者，於同意會依最後賠款為調整之前提下，本保險公司得先預付該款項。超過最後理賠款之預付款部分，被保險人應返還給本保險公司。

## 訴訟注意事項

J. 除被保險人已完全遵守本保單之所有條件及條款，且於損失發生後之十二個月提起，否則不得於任何法院或衡平法院提出有關本保單之訴訟，然該訴訟時效為本保單簽發國法律所禁止者時，則於該國法律所允許之最短訴訟時效內提起，否則不得提起任何訴訟。

## 準據法

K. 謹此同意，本保單及其批單上任何內容，諸如投保項目、價格與簽名，皆構成承保海上危險之海上保險契約之一部份，關於本保單之解釋及本保險公司與被保險人間之權利義務應依美國聯邦海事普通法予以適用，或在未能適用美國聯邦海事普通法之情況下，則適用紐約

absence of US federal maritime common law, the law of the state of New York, irrespective of any principles of choice of law.

## 10. OPERATING CLAUSES

The following operating clauses shall apply:

### Reports of Shipments

A. It is a condition of this insurance that the Assured report to the Company all shipments of insured property or other insured interests coming within the terms hereof within thirty days after the end of the month in which all details of insured shipments or other insured interests become known to the Assured, unless otherwise agreed. Premium for all reported shipments or other insured interests shall be paid by the Assured at rates as agreed. The Company, however, being entitled to all premium as agreed whether interests have been reported or not. Willful failure to make such reports shall render this policy voidable at the Company's option as of the date it would have attached to the unreported shipment or other insured interest. However, unintentional error or omission or delay in making any such report shall not void this insurance provided the same be reported to the Company as soon as known to the Assured.

### Inspections of Records

B. The Company or a person appointed by the Company may examine the books and records of the Assured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

### Special Cargo Policies

C. When the Company supplies Special Cargo Policies or Certificates to the Assured, such action authorizes the Assured to utilize such Special Cargo Policies or Certificates to provide evidence of insurance to third parties, subject to the following restrictions:

- (1) Special Cargo Policies or Certificates may be used only in connection with shipments to which this Open Policy attaches.
- (2) Terms, conditions, and values entered upon a Special Cargo Policy or Certificate by the Assured must conform to Open Policy terms applicable to the shipment for which the Special Cargo Policy or Certificate is utilized unless the Company's written agreement to other terms is obtained.
- (3) Copies of all Special Cargo Policies or Certificates utilized by the Assured must be sent to the Company promptly upon issuance.
- (4) In the event a Special Cargo Policy or Certificate is spoiled or voided, the original and any duplicate are to be returned to the Company.

州法律，而不考慮任何選法規則。

## 10. 作業條款

下列作業條款應予適用：

### 裝運報告

A. 下列為本保險之條件，除本保險另有規定外，被保險人於知悉其所投保之被保險貨載或其他投保利益之所有資料之該月份最後一日起算三十日內，應將有關契約內容內之所有被保險貨載或其他被保險利益向保險公司通報。就其所通報之貨載或其他被保險利益，被保險人應依約定之費率為保費之支付。然無論是否通報該利益，本保險公司均有權計收所有協議保費。故意不為該通報者，一如自保單適用於該未經通報之貨載或其他被保險利益時起，保險公司有權選擇撤銷本保單。但為該通報時，有非故意性錯誤或忽略或延遲者，不應使本保險無效，然被保險人於知悉後儘速將其內容向本保險公司為通報。

### 紀錄檢查

B. 自本保險生效日起任何時期，至本保險終止日起十二個月內，本保險公司或本保險公司所指定之人，得就與被保險財產相關之事項，檢查被保險人之帳簿或紀錄。

### 特殊貨物保單

C. 保險公司提供特殊貨物保單或保險證明予被保險人時，該行為等於授權被保險人得運用該特殊貨物保單或證明作為向第三人之保險證明，然應受限於下列限制：

- (1) 特殊貨物單或證明僅供本「預約保險單」有關之貨載為使用。
  - (2) 除獲本保險公司對其他條款之書面同意，否則被保險人於特殊貨物保單或證明書上所記載之條款、條件及保險金額必須與其所適用貨載之「預約保險單」條款相一致。
  - (3) 被保險人所運用之所有特殊貨物保單或證明之複本均需於簽發後立即寄送給本保險公司。
  - (4) 如特殊貨物保單或證明書有毀損或無效時，原件與所有複本應退還給本保險公司。
- 於使用特殊貨物保單或證明書時，如因

By utilizing a Special Cargo Policy or Certificate, the Assured agrees to reimburse the Company, if by reason of any omission or insertions made by the Assured or their authorized representative upon such Special Cargo Policy or Certificate, the Company is obligated to pay a claim not covered by this policy or an amount in excess of what this policy undertakes to pay.

## Other Insurance

D. As respects each shipment or other insured interest:

- (1) This insurance shall be deemed void to the extent of any insurance procured by any carrier or other bailee which is available to the beneficiary hereof or will be so available if this insurance is voided.
- (2) If the Assured or others (excepting any carrier or other bailee) shall have procured other ocean marine insurance attaching earlier than the attachment hereunder, then this insurance shall be liable only to the extent of any deficiency in such prior insurance as compared to the insured value hereunder.
- (3) If the Assured or others (excepting any carrier or other bailee) shall have procured other ocean marine insurance attaching later than the attachment hereunder, then this insurance shall be liable up to the insured value hereunder without any claim to contribution.
- (4) If the Assured or others (excepting any carrier or other bailee) shall have procured other ocean marine insurance attaching simultaneous with insurance hereunder, then this insurance shall be liable, only for the pro rata share of any claim that the insured value hereunder bears to the total amount available from all insurance.
- (5) If the Company is relieved of any liability by the operation of this clause it shall, nevertheless, retain all premium. In consideration of such premium the Company guarantees prompt payment of claims covered by this insurance. The Company further insures against any difference in conditions which make the other insurance less favorable to the Assured than insurance hereunder.

被保險人或得其授權代表人之因素，於該特別貨物保單或證明書之記載有任何遺漏或增添時，本保險公司仍有義務就本保單所未承保或超過本保單所承保之事項予以理賠，則被保險人同意補償本保險公司該項損失。

## 其他保險

D. 關於任一貨載或其他投保利益：

- (1) 就任何運送人或其他受託人成為本保險受益人之範圍內，本保險視為無效，或於本保險無效始可使其成為該保險之受益人。
- (2) 如果被保險人或其他人(運送人或其他受託人除外)於本保險生效前，受有其他可適用之海上保險所承保時，本保險僅承擔保險金額與該前保險所投保之差額部分。
- (3) 如被保險人或其他人(運送人或其他受託人除外)於本保險生效後，受有其他可適用之海上保險所承保時，本保險僅負責保險金額範圍，不得另行請求分擔。
- (4) 如被保險人或其他人(運送人或其他受託人除外)於投保本保險之同時，亦投保其他海上保險時，本保險僅負責保險金額占所有保險之總額之比例部份。
- (5) 如保險公司因實施本條款而減輕其理賠責任時，不退還所有保費。鑑於該保費，本保險公司擔保本保險所承保項目之立即賠付。就其他保險比本保險更不利於被保險人之差異部分，本保險公司同意予以額外承保。