

協會 FOSFA 貿易條款(B) — 1/7/85 (CL.314)
油料、種籽及油脂協會聯盟認可

(僅與新海上保單格式一起使用)

INSTITUTE FOSFA TRADES CLAUSES (B)
Agreed with the Federation of Oils, Seeds and Fats Associations

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

FOSFA(B)-1985

1/7/85

CL.314

RISKS COVERED

承保風險

Risks Clause

風險條款

- | | |
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| <p>1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.1.6 earthquake volcanic eruption or lightning,</p> <p>1.2. loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,</p> <p>1.3. total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.</p> | <p>1.本保險承保下列之風險，然條款4、5、6及7所規定者除外</p> <p>1.1. 保險標的歸因於下列事故之毀損滅失</p> <p>1.1.1 失火或爆炸</p> <p>1.1.2 船舶或艇具坐礁、觸底、沈沒或翻覆</p> <p>1.1.3 陸上運輸工具翻覆或出軌</p> <p>1.1.4 船舶、艇具或運輸工具與任何除水以外之外在物體碰撞或碰觸</p> <p>1.1.5 避難港卸貨</p> <p>1.1.6 地震、火山爆發或閃電，</p> <p>1.2. 因下列事項所致對保險標的之毀損滅失</p> <p>1.2.1 共同海損犧牲</p> <p>1.2.2 投棄或浪衝下海</p> <p>1.2.3 海水、湖水或河水侵入船舶、航具、貨艙、運輸工具、貨櫃、貨箱或堆放處所，</p> <p>1.3. 任何包裹於船舶或航具裝卸時落海或掉落之全損。</p> |
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General Average Clause

共同海損條款

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|---|--|
| <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any</p> | <p>2. 本保單承保為避免任何原因(第4、5、6及7條及本保單其他除外不保者除外)所致之損失或與避免該損失有關，依運送契約及或依任何準據法及慣例理</p> |
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cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

算或確定之共同海損及救助費用。

“Both to Blame Collision” Clause

雙方過失碰撞條款

3 This insurance is extended to indemnify the Assured against such proportion of Liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

3. 本保險同意一如本保險可求償之損失般，補償被保險人於運送契約『雙方過失碰撞條款』下應負擔之比例責任於船舶所有人有任何有關該條款之求償聲明，被保險人同意通知保險人，而保險人有權在其自己成本及費用下，針對該求償聲明，為被保險人進行抗辯。

EXCLUSIONS

除外不保事項

General Exclusion Clause

一般除外條款

- 4 In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. 在任何情況下，本保險不承保
- 4.1 歸因於被保險人故意不當行為之毀損滅失或費用
 - 4.2 保險標的之正常漏損、正常失重或失量、或自然損耗
 - 4.3 保險標的包裝或整備不固或不當所致之毀損滅失或費用(為本 4.3 款之目的，『包裝』視為包括貨物堆載於貨櫃或升降式貨箱之情況，但僅以於該堆載於保險開始前已經完成或該堆載為被保險人或其受雇人所為者為限)
 - 4.4 固有瑕疵或保險標的本質所致之毀損滅失或費用
 - 4.5 遲延主力近因所致之毀損滅失或費用，即使該遲延係承保風險所致者亦同(條款 2 可賠付之費用除外)
 - 4.6 於保險標的裝載上船時，被保險人已知或依正常商業過程應該知曉之船舶所有人、經理人、租傭船人或營運人之破產或財務不良，而該破產或財務不良會阻礙航程正常行程，所致之毀損滅失或費用

本除外規定不適用於本保險業已轉讓給善意購買或已依一具拘束性之契約同意購買保險標的而依本保單具請求權之人。

- 4.7 任何運用原子或核子分裂及或融合或其他類似反應或放射性之戰爭武器之使用所致生之毀損滅失或費用。

Unseaworthiness and Unfitness Exclusion Clause

不適航及不適載除外不保條款

- 5
- 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft, or unfitness of vessel or craft for the safe carriage of the subject-matter

- 5.
- 5.1 在任何情況下，保險人均不承保下列所致生之滅失、毀損或費用
 - 5.1.1 船舶或航具不適航，或船舶或航具不適宜安全運載保險標的，而

insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

- 5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
- 5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
- 5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

War Exclusion Clause

- 6 In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusion Clause

- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, locked-out labour disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause

- 8
- 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.
- 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, **which the assured elect to use either**
- 8.1.2.1 for storage other than in the ordinary course of transit or
- 8.1.2.2 for allocation or distribution or

被保險人於保險標的裝載當時對該不適航或不適載知情者

- 5.1.2 貨櫃、升降式貨箱或貨車不適宜安全運載保險標的，而該裝載為被保險人或其受雇人於本保險起保前所為者。
- 5.2 於本保險業已轉讓給善意購買或已依一具拘束性之契約同意購買保險標的而依本保單具請求權之人，第 5.1.1 除外規定不適用之。
- 5.3 保險人放棄運載保險標的至目的地之船舶須具備適航性及適載性默示擔保之違反。

戰爭除外條款

- 6.本保險無論如何均不承保下列事項所致之毀損滅失或費用：
- 6.1 戰爭、內戰、革命、叛亂、暴動、或前述各項所生之民爭或由或抵抗敵對勢力之任何戰爭行為
- 6.2 捕獲、查扣、拘押、禁制或扣留(海盜除外)及其任何後果或任何威脅
- 6.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

罷工除外條款

- 7.在任何情況下，本保險不承保下列事項之毀損滅失或費用
- 7.1 罷工工人、閉廠工人、或參與勞動紛爭、騷亂或民亂之人所致
- 7.2 罷工、閉廠、勞動紛爭、騷亂或民亂所生
- 7.3 任何恐怖份子或具政治動機為作為之任何人所致。

保險期間

運送條款

- 8
- 8.1 本保險於貨物離開本保單所載明倉庫或儲放處所為開始運送時生效起保，於正常運送過程中繼續有效並於下列情況之一(採先發生者)發生時終止：
- 8.1.1 交付給保單所載目的地之受貨人所屬或其他最終倉庫或儲放處所
- 8.1.2 交付給保單所載目的地或到達目的地之前，**由被保險人選擇使用**為下列使用之任何其他倉庫或處所：
- 8.1.2.1 正常運送過程以外之儲放或
- 8.1.2.2 為分配或分送或

- 8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after, discharge overseas from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

- 8.1.3 被保貨物於最後卸貨港從海船上完全卸載後屆滿六十天時，以先到者為準。
- 8.2 如於最後卸貨港從海船上卸載後，復於本保險終止前貨物被轉運至本保險承保以外之目的地時，本保險就前述規定終止前仍繼續有效，然其效力仍不應擴大到運往該其他目的地之外。
- 8.3 對非被保險人所能控制之遲延，及船舶所有人或租傭船人依運送契約自由權之行使所為之任何偏離航程、強制卸貨、重裝或轉運及所致冒險之任何變更，本保險仍繼續有效(然應適用前述有關終止及下述第9條之規定)。

Termination of Contract of Carriage Clause

- 9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either.*
- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
- 9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

運送契約終止條款

9. 於被保險人無法控制之情況下，運送契約於保單所載目的地以外之港口或處所終止，或於交貨前已因前述第8條所定事由而終止運送時，本保險亦為終止，然如立即通知保險人並要求繼續承保，於支付保險人可能請求之額外保費時，本保險於下列情況發生前仍繼續有效：
- 9.1 貨物已於該港或處所出售並交付，或除另有特別協議外，被保貨物到達該港地屆滿六十日，採先發生者，或
- 9.2 如貨物已於前述六十日期間(或任何協議延保期間)內轉運至所載目的地或任何其他目的地，則依前第8條規定而終止。

Change of Voyage Clause

- 10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

變更航程條款

10. 被保險人於本保險生效起保後變更其目的地者，於立即通知保險人並洽訂保費及條件時，本保險應予續保。

CLAIMS

Insurable Interest Clause

- 11
- 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period

求償

保險利益條款

- 11
- 11.1 依本保險求償，被保險人於保險標的受損當時須具有保險利益。
- 11.2 於適用前述11.1項之情況下，被保險人有權求償本保險承保期間發生而無

covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Forwarding Charges Clause

- 12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

- 13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Increased Value Clause

14

- 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

論該損失是否於保險契約議定已經發生之承保損失，然被保險人知道該損失而保險人不知情者除外。

轉運費用條款

12. 因本保單承保風險之故，所承保的運送航程於本保險承保地點以外之港口或地點終止時，保險人同意補償被保險人將保險標的卸載、堆存及轉運至目的地適當合理發生之額外費用。

本條款不適用於共同海損或救助費用，仍應受前述條款4、5、6及7除外規定事項之限制，不包括被保險人或其受雇人之疏失破產或財務不良所致之費用。

推定全損條款

13. 除保險標的已因其實際全損顯已無法避免或由於該標的之回復、整修及轉運至目的地之費用超過其到達時之價值並經合理委付者外，本保險不得求償推定全損。

增值條款

14

- 14.1 如被保險人對投保貨物另有投保任何增值保險時，該保險之貨物協議價值視為加上併入本保險投保金額，而以該總保險金額承保損失，本保險之責任為本保險投保金額相對於總保險金額之比例部份。

於提出求償時，被保險人將所有其他保險之投保金額之證明，提供給本保險人。

- 14.2 **當本保單作為增值保單使用時，下列條款應予適用：**

貨物協議價額視為等於主保單及被保險人對貨物所投保之所有增值保險之總投保金額以承保損失，本保險之責任為本保險投保金額相對於總保險金額之比例部份。

於提出求償時，被保險人將所有其他保險之投保金額之證明，提供給本保險人。

BENEFIT OF INSURANCE

Not to Insure Clause

15 This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

English Law and Practice Clause

19 This insurance is subject to English law and practice.

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

保險權益

不受益條款

15. 本保險為運送人或其他受託人權益者不生效力。

減輕損失

被保險人義務條款

16. 被保險人及其受雇人及代理人對於可求償之損失負有下列義務

16.1 採取合理措施以避免或減輕該損失，及

16.2 確使能向運送人、受託人或其他第三人可得主張之所有權利均已適當地保留及行使且除本保單可得求償之任何損失外，對於被保險人為履行該義務適當合理發生之所有費用，本保險人同意補償之。

棄權條款

17. 被保險人或保險人為拯救、防護或追償保險標的所採取之措施不得視為委付之放棄或承諾或有損任何一方之權利。

避免遲延

合理快速條款

18. 被保險人於其所能控制下所有情況下之作為均應合理快速為本保險之條件。

法律與慣例

英國法律與慣例條款

19. 本保險應依據英國法律及慣例。

附註：被保險人一獲知有本保險得以“續保”之事件時即有必要立即通知保險人，續保之權利取決於被保險人業已遵守該義務。