

協會散裝油條款—1/2/83 (CL.273)

(僅與新海上保單格式一起使用)

INSTITUTE BULK OIL CLAUSES

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

IBOC-1983

1/2/83

CL.273

RISKS COVERED

承保風險

Risks Clause

風險條款

- | | |
|--|------------------------------------|
| 1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, | 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 |
| 1.1 loss of or damage to the subject-matter insured reasonably attributable to | 1.1. 保險標的合理歸因於下列事故之毀損滅失 |
| 1.1.1 fire or explosion | 1.1.1 失火或爆炸 |
| 1.1.2 vessel or craft being stranded grounded sunk or capsized | 1.1.2 船舶或艇具坐礁、觸底、沈沒或翻覆 |
| 1.1.3 collision or contact of vessel craft or conveyance with any external object other than water | 1.1.3 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 |
| 1.1.4 discharge of cargo at a port of distress | 1.1.4 避難港卸貨 |
| 1.1.5 earthquake volcanic eruption or lightning, | 1.1.5 地震、火山爆發或閃電， |
| 1.2. loss of or damage to the subject-matter insured caused by | 1.2. 因下列事項所致對保險標的之毀損滅失 |
| 1.2.1 general average sacrifice | 1.2.1 共同海損犧牲 |
| 1.2.2 jettison or washing overboard | 1.2.2 投棄或浪衝下海 |
| 1.2.3 leakage from connecting pipelines in loading transhipment or discharge | 1.2.3 裝填、轉運或卸載時管線連接之漏損 |
| 1.2.4 negligence of Master Officers or Crew in pumping cargo ballast or fuel, | 1.2.4 船長、船副或船員於抽吸貨物、壓艙水或燃油之過失， |
| 1.3. contamination of the subject-matter insured resulting from stress of weather. | 1.3. 被保險標的因天候狀況所致生之污損。 |

General Average Clause

共同海損條款

- | | |
|---|--|
| 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 cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. | 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算或確定之共同海損及救助費用。 |
|---|--|

“Both to Blame Collision” Clause

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.

EXCLUSIONS

General Exclusion Clause

- 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 inherent vice or nature of the subject-matter insured
 - 4.4 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)
 - 4.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 4.6 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.

Unseaworthiness and Unfitness Exclusion Clause

- 5
- 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
 - 5.2 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, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

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.

雙方過失碰撞條款

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。

除外不保事項

一般除外條款

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減失或費用
 - 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 固有瑕疵或保險標的本質所致之毀損減失或費用
 - 4.4 遲延主力近因所致之毀損減失或費用，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)
 - 4.5 船舶所有人、經理人、租傭船人或營運人之破產或財務不良所致之減失毀損貨費用
 - 4.6 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減失或費用。

不適航及不適載除外不保條款

- 5.
- 5.1 在任何情況下，保險人不承保船舶或航具不適航，或船舶或航具不適宜安全運載保險標的所致之減失、毀損或費用，然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除外。
 - 5.2 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減失或費用：
- 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 derelict mines torpedoes bombs or other derelict weapons of war.

6.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

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.

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。

DURATION

Transit Clause

- 8
- 8.1 This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein, or
- 8.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein, whichever shall first occur.
- 8.2 If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 8.1 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, unless otherwise agreed by the Underwriters upon receipt of prompt notice from the Assured.
- 8.3 Subject to prompt notice being given to the Underwriters and to an additional premium if required by them, this insurance shall remain in force (until terminated under 8.1 or 8.2 above and subject 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 other variation of the adventure provided such other variation is beyond the control of the Assured.

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裝運港為裝載目的之儲槽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 被保險標的卸載進入保單所載目的地之儲存處所或儲放船舶之儲槽，或
- 8.1.2 被保險貨物於船舶抵達保單所列名目的港後屆滿三十天時，以先到者為準。
- 8.2 於海船上卸載入最後卸貨港地之航具，然仍於依前 8.1 款保單終止前，被保險標的或其任何部分會繼續被轉運至本保險所承保之其他目的地時，除保險人收到被保險人之立即通知並予以同意外，本保險有關被保險標的或其任何部分之承保不應擴及開始轉運至其他目的地之時。
- 8.3 於立即通知保險人及支付保險人所要求之額外保費情況下，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(然應適用前述第 8.1 及 8.2 款有關終止及下述第 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 Contract terminate *unless prompt notice is given to the*

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，

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 30 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 30 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.

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.*

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 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

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三十日，採先發生者，或
- 9.2 如貨物已於前述三十日期間(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。

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。

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

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.

值並經合理委付者外，本保險不得求償推定全損。

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.

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。

Adjustment Clause

15. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:

15.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.

The term "gross volume" in this Clause 15.1 means total volume deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

15.2 Adjustment shall be made to the calculation under 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

15.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume

估算條款

15. 可獲本保險求償之漏損及短少求償，依下列方式估算之：

15.1 可求償之數額應為比較離開為裝載上船之儲槽所測得之總容積，與運送終了時卸入交貨儲槽所測得之總容積後，所確定之損失油料之比例部分。然如買賣契約係基於重量而非以容量者，則應以重量為估算該數量之基礎。

本15.1款稱“總容積”係指扣除沉積物、水份及游離水份之全部容積。然被保險人能證明，因本保險承保風險作用之結果，於保險運送期間水份有不正常增加者除外。

15.2 依前述第15.1款為估算時，應減少因溫度變化及使用不同測量數量之方式所致生之任何明顯數量改變所造成之任何變化。

15.3 於本保險有規定漏損或短少求償之起賠額時，該起賠額應包括重量或容積之通常損失，然不包括溫度

except when caused by variation in temperature or settling out of water.

Where there is no such provision, the amount recoverable in accordance with Clauses 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.

變化或扣除水分所引之損失。

於無前述條款之情況下，依據15.1及15.2款可獲賠償之數額，須適用4.2款除外不保之任何通常損失之扣減規定。

BENEFIT OF INSURANCE

Not to Insure Clause

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

保險權益

不受益條款

16. 本保險為運送人或其他受託人權益者不生效力。

MINIMISING LOSSES

Duty of Assured Clause

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

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

17.2 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.

減輕損失

被保險人義務條款

17. 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

17.1 採取合理措施以避免或減輕該損失，及

17.2 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。

Waiver Clause

18 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.

棄權條款

18. 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。

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

避免遲延

合理快速條款

19. 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。

LAW AND PRACTICE

English Law and Practice Clause

20 This insurance is subject to English law and practice.

法律與慣例

英國法律與慣例條款

20. 本保險應依據英國法律及慣例。

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give*

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，

prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

續保之權利取決於被保險人業已遵守該義務。