

協會貨物條款_1912
(包括海損條款及單獨海損不賠條款)

INSTITUTE CARGO CLAUSES

(With Average, Free Particular Average)

ICC-1912

1/8/12

1. FREE OF CAPTORS, SEIZURE etc. CLAUSE

Warranted free of capture seizure and detention, and the consequences thereof or any attempt thereat, piracy excepted, and also from all consequences of hostilities or warlike operations, whether before or after declaration of war.

1. 不賠捕獲、扣押等條款

擔保不賠捕獲、扣押及留置，以及其所生或任何企圖威脅之任何後果，然海盜除外，且同樣不賠敵對行為或類戰行為之所有後果，無論是在宣戰之前或之後。

2. STRIKES, RIOTS and CIVIL COMMOTIONS CLAUSE

Warranted free of loss or damage caused by strikers looked out workmen or persons taking part in labour disturbances or riots or civil commotions.

2. 罷工、騷亂及民變條款

擔保不賠罷工、閉廠、工人或參與勞動紛爭之人或騷亂或民變所致之滅失或損害。

3. GENERAL AVERAGE CLAUSE

General Average and Salvage Charges payable according to Foreign Statement or per York-Antwerp Rules if in accordance with the contract of affreightment.

3. 共同海損條款

依照外國理算或如運送契約有規定時依照約克安特衛普規則，應支付之共同海損及救助費用。

4. DEVIATION CLAUSE

Held covered, at a premium to be arranged, in case of deviation or change of voyage or of any omission or error in the description of the interest, vessel, or voyage.

4. 偏航條款

於偏航或變更航程或對於保險標的、船舶或航程之說明有任何疏失或錯誤，於另行協議保費的情況下，得續保之。

5. WAREHOUSE to WAREHOUSE CLAUSE

Including (subject to the terms of the Policy) all risks covered by this Policy from shippers' or manufacturers' warehouse until on board the vessel, during transshipment if any, and from the vessel whilst on quays wharves or in sheds during the ordinary course of transit until safely deposited in consignees' or other warehouse at destination named in Policy.

5. 倉庫至倉庫條款

包括(於適用本保單各條款之情況下)本保單所承保從託運人或製造商倉庫一直到裝載上船、轉運期間(如有)、及船舶靠泊於碼頭、船席或卸貨區之一般轉運期間，以迄安全抵達受貨人或保單所載目的地之其他倉庫之所有風險。

6. CRAFT, etc. CLAUSE

Including risk of craft, raft, and/or lighter to and from the vessel. Each craft, raft, and/or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

7. BILL OF LADING etc. CLAUSE

Including all liberties as per contract of affreightment. The Assured are not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party. The seaworthiness of the vessel as between the Assured and the Assurers is hereby admitted.

The Institute Cargo Clauses (F.P.A.) included the following clause:-

8. FREE FROM PARTICULAR AVERAGE CLAUSE

Warranted free from Particular Average unless the vessel or craft be stranded sunk or burnt, but the Assurers are to pay the insured value of any package or, packages which, may be totally lost in loading transhipment or discharge, also any loss of or damage to the interest insured which may reasonably be attributed to fire, 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, also to pay landing warehousing forwarding and special charges if incurred.

6. 艇具等條款

包括來去船舶之艇、筏及或駁船之風險。每一艇、筏及或駁船應視為獨立保險。任何免除駁船人責任之協議均不應損及被保險人。

7. 載貨證券等條款

包括依照運送契約之任何自由權條款。載貨證券及或租傭船契約上之過失條款及或隱有瑕疵條款之規定不應損及被保險人。被保險人及保險人於此承認船舶具適航性。

協會貨物條款(單獨海損不賠)應包括下列條款：—

8. 單獨海損不賠條款

除船舶或艇具擱淺、沈沒或焚燬外，擔保不賠單獨海損，然保險人同意支付裝載、運送或卸載時全損之任何貨件或數貨件，以及可合理歸因於失火、碰撞或船舶及或艇具及或運輸工具與任何除水以外之外在物體(包括冰)之碰撞、或貨物於避難港卸載之保險標的之任何滅失或損失，亦支付所發生之上岸、入倉、轉運及特別費用。