

協會貨物條款(A)

INSTITUTE CARGO CLAUSES (A)

(僅與新海上保單格式一起使用)

ICC(A)-2009

1/1/09

CL382

RISKS COVERED

承保風險

Risks

風險條款

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

1. 除第 4、5、6 及 7 條所規定之除外事項外，本保險承保保險標的毀損滅失之所有風險。

General Average

共同海損條款

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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 below.

2. 本保單承保為避免任何原因(下列第 4、5、6 及 7 條除外不保者除外)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"

雙方過失碰撞條款

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

3. 就有關本保單所承保之任何風險，本保險同意補償被保險人於運送契約『雙方過失碰撞條款』下應負擔之責任。於運送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

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 to

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 為抵禦承保運送通常事變而由被保險人或其受雇人或於保險開始前所

- withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense 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 caused by 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 the contract of 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 directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 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 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 or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of 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.
- 5.3 The Insurers 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.
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
- 為之貨物包裝或整備，該保險標的包裝或整備不固或不當所致之毀損滅失或費用(為本條款之目的，『包裝』視為包括貨物堆載於貨櫃，且『受雇人』不包括獨立契約履行輔助人)
- 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 船舶所有人、經理人、租備船人或營運人破產或財務不良所致之毀損滅失或費用，而於保險標的裝載上船時，被保險人已知曉或於通常商業過程中理應知曉該破產或財務不良可能阻礙航程進行者
- 本除外規定不適用於保險契約已轉讓予於依一有效契約下善意購買或同意購買保險標的而依本保險提出求償之人。
- 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或裝置之使用直接或間接所致或所生之毀損滅失或費用。
- 5.
- 5.1 在任何情況下，保險人均不承保下列所致生之毀損滅失或費用：
- 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 貨櫃或運輸工具不適宜安全運載保險標的，而該裝載於其內或其上係：
於保險開始前所進行或
由被保險人或其受雇人所為且於保險標的裝載當時對該不適載知情者。
- 5.2 前述 5.1.1 款除外規定不應適用於保險契約已轉讓予於依一有效契約下善意購買或同意購買保險標的而依本保險提出求償之人。
- 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。
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 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。
7. In no case shall this insurance cover loss damage or expense
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 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 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 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.2 罷工、閉廠、勞動紛爭、騷亂或民亂所生
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.3 代表或與任何為顛覆或影響無論是否依法成立之任何政府，而經由武力或暴力為直接作為之任何組織有關之任何人所為之恐怖主義作為所致
- 7.4 caused by any person acting from a political, ideological or religious motive.
- 7.4 任何具政治、意識型態或宗教動機作為之任何人所致。

DURATION

保險期間

Transit Clause

運送條款

- 8.
8. 適用下列第 11 條規定之情況下，為開始運送而於倉庫或儲放處(保險契約所載地點)，保險標的能立即裝載上或進入運輸工具或其他機具之目的而開始被移動之時，本保險起保。
- 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
continues during the ordinary course of transit and terminates either
- 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 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.1 於保險契約所載目的地之最後倉庫或儲放處所，自運載車輛或其他運輸工具上完成卸載時，
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.2 被保險人或其受雇人為正常運送過程以外之儲放或為分配或分送所選擇使用之任何其他倉庫或儲放處所，無論該倉庫或處所是否於保險契約所載目的地或之前，自運載車輛或其他運輸工具上完成卸載，或
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 8.1.3 於被保險人或其受雇人選擇使用任何運送車輛或其他運輸工具或任何貨櫃作為一般運送過程以外之儲放之用，或
- 8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.1.4 保險標的於最後卸貨港從海船上完全卸載後屆滿六十天時，
- 8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.2 如於最後卸貨港從海船上卸載後，復於本保險終止前保險標的被轉運至本保險承保以外之目的地時，本保險就前述第 8.1.1 至 8.1.4 款規定終止前仍繼續有效，然其效力仍不應擴大保險標的為運往該其他目的地之外之目的而開始移動之時。

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 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 carriers under the contract of carriage.

8.3 對非被保險人所能控制之遲延，及運送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8.1.1至8.1.4款有關終止及下述第9條之規定)。

Termination of Contract of Carriage

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 unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance 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，或於保險標的卸載前已因前述第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 保險標的已於該港或處所出售並交付，或除另有特別協議外，保險標的到達該港地屆滿六十日，採先發生者，或
- 9.2 如保險標的已於前述六十日期間(或任何協議延保期間)內轉運至保險契約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

- 10.
- 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

變更航程條款

- 10.
- 10.1 被保險人於本保險生效起保後變更其目的地時，應立即通知保險人並洽訂保費及條件。於取得承保協議前所發生損失仍得以承保，然以該承保具有可適用之一合理商業市場費率及合理市場條件者為限。
- 10.2 保險標的於保險所承保之運送開始時(依第8.1條)，船舶航向另一目的港而為被保險人或受雇人所不知曉者，本保險無論如何均視為於該運送開始時承保。

CLAIMS

Insurable Interest

- 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 Clause 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

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 於適用前述第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

before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

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。

Forwarding Charges

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

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 employees.

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。

Constructive Total Loss

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 insured to the destination to which it is insured would exceed its value on arrival.

推定全損條款

13. 除保險標的的已因其實際全損顯已無法避免或由於該保險標的之回復、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。

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers 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 subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

增值條款

14. 14.1 如被保險人對本保險之保險標的的另有投保任何增值保險時，該保險標的之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。

於有求償時，被保險人應提供所有其他保險之保險金額給保險人。

14.2 當本保單作為增值保單使用時，下列條款應予適用：
保險標的的協議價額視為等於主保單及被保險人對保險標的的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。

於有求償時，被保險人應提供所有其他保險之保險金額給保險人。

BENEFIT OF INSURANCE

15. This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee.
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees 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 Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Assured or the Insurers 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

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

19. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

保險權益

15. 本保險
- 15.1 承保之被保險人包括由其或代表其投保本保險之人或保險受讓人而提出補償請求之人，
- 15.2 不應擴及或另為運送人或其他受託人權益者。

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

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

19. 本保險應依據英國法律及慣例。

附註：依第 9 條要求續保或依第 10 條通知目的地變更時，即有義務立即通知保險人，續保之權利取決於被保險人業已遵守該義務。