

# 協會貨物條款－單獨海損不賠（平安險）

## INSTITUTE CARGO CLAUSES (Free of Particular Average)

### ICC(FPA)-1963

1/1/63

#### Transit Clause (incorporating Warehouses to Warehouses) 運送條款（包括倉庫至倉庫）

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit continues during the ordinary course of transit and terminates either on delivery

- (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
- (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Insured elect to use either

(i) for storage other than in the ordinary course of transit or

(ii) for allocation or distribution, or

- (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

If, after discharge overseas from the overseas 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.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Insured, 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, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

#### Termination of Adventure Clause

2. If owing to circumstances beyond the control of the Insured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Insurers and to an additional premium if required, this

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：

- (a) 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

- (b) 交付給保單所載目的地或到達目的地之前，被保險人為下列使用之任何其他倉庫或儲存處所：

(i) 正常運送過程以外之儲放或

(ii) 為分配或分送，或

- (c) 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。

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。

對非被保險人所能控制之遲延期間，及船舶所有人或租傭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2條之規定），但任何情況下不應擴大承保遲延或固有瑕疵或被保險標的本質之主因近因所致之滅失、毀損或費用。

#### 運送契約終止條款

2. 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1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

insurance shall remain in force until either

- (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry or 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur, or
- (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

### **Craft, & C. Clause**

3. 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 agreement exempting lighter-men from liability.

### **Change of Voyage Clause**

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

### **F.P.A Clause**

5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, 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 special charges for landing warehousing and forwarding if incurred at an intermediated port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with Institute Cargo Clauses(W.A.) attached.

### **Constructive Total Loss Clause**

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

### **G. A Clause**

7. General Average and Salvage Charges payable according to

列情況發生前仍繼續有效：

- (i) 貨物已於該港或處所出售並交付，或除另有特別協議外，貨物從該港或處所之海船上完全卸載屆滿六十日，採先發生者，或
- (ii) 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 1 條規定而終止。

### **駁船等費用條款**

3. 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，不應損及被保險人權益。

### **變更航程條款**

4. 於變更航程或相關船舶或航程之敘述有疏漏或錯誤者，得洽訂保費後予以續保。

### **單獨海損不賠條款**

5. 除船舶或航具擱淺、沈沒或焚燒者外，本保險不賠付單獨海損，然無論本條款如何規定，保險人應支付於裝載、轉運或卸載時全損之任何包裹之投保金額，以及可合理歸因於火災、爆炸、碰撞或與船舶及/或航具及/或運輸工具與水以外之任何外在物體(包括冰)接觸、或在避難港卸載貨物時所導致被保險財產所生之任何滅失或毀損；亦支付中途停靠港或避難港所發生之卸載、入倉及轉運之特別費用，而該費用為保險人依所附之協會貨物條款(海損)英國海上保險標準格式而應負責者。

### **推定全損條款**

6. 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。

### **共同海損條款**

7. 依外國理算，或運送契約無規定時，依

Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

約克安特衛普規則，所應支付之共同海損及救助費用。

### Seaworthiness Admitted Clause

8. The seaworthiness of the vessel as between the Insured and Insurers is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the priority of the Assured.

### 適航承認條款

8. 被保險人與保險人間謹此承認船舶之適航性。於損失發生時，被保險人依本契約請求補償之權利不應受到歸因於船舶所有人或其受雇人之疏失為或不當作為之損失事實而受到影響，然被保險人事先知情者除外。

### Bailee Clause

9. It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable for the purposes of averting or minimizing a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

### 受託人條款

9. 被保險人及其代理人有義務於所有情況下採取合理措施，以避免或減輕損失及確使對運送人、受託人或其他第三人的權利已適當保全及行使。

### Not to Inure Clause

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

### 不受益條款

10. 本保險為運送人或其他受託人權益者不生效力。

### "Both to Blame Collision" Clause

11. This insurance is extended to indemnify the Insured 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 Insured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Insured against such claim.

### 雙方過失碰撞條款

11. 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。

### F. C & S Clause

12. Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

### 捕獲及扣押除外不保條款

12. 不賠捕獲、扣押、假扣押、禁制或扣留，及其所有後果或任何威脅；亦不賠敵對行為或類戰行為（無論宣戰與否）之所有後果，然本條款不應排除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；且為本條款之目的，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。

另不賠因內戰、革命、叛亂、暴動、或由此而起的內亂或海盜所致之所有後果

### **F. S. R & C. C Clause**

13. Warranted free of loss or damage

- (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

### **Reasonable Despatch Clause**

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

**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 Insurers and the right to such cover is dependent upon compliance with this obligation.

### **罷工、暴動及民變除外不保條款**

13. 不賠下列事項所致生之滅失或毀損：

- (a) 因罷工工人、閉廠工人、參與勞動滋擾之人、騷亂者或民變者所致；
- (b) 因罷工、閉廠、勞動滋擾、騷亂或民變所致。

### **合理快速條款**

14. 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。

**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。