

協會罷工條款(貨物)

(僅與新海上保單格式一起使用)

INSTITUTE MARINE STRIKES CLAUSES (CARGO)

(For Use Only With The Current Mar Policy Form)

ICC(Strikes)-2009

1/1/2009

Cl. 386

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 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
 - 1.3 any person acting from a political, ideological or religious motive.

General Average

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 a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to 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 this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not

承保風險

風險條款

1. 除條款3及條款4另有規定外，本保險承保下列事項所致保險標的之滅失毀損
 - 1.1 罷工人員、閉廠工人、或參與勞動紛爭、騷亂或民亂之人
 - 1.2 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
 - 1.3 任何具政治、意識型態或宗教動機作為之任何人所致。

共同海損條款

2. 本保單承保為避免或本條款承保風險損失避免有關，依運送契約及或依可適用之準據法及慣例理算或決定之共同海損及救助費用。

除外不保事項

3. 在任何情況下，本保險不承保
 - 3.1 歸因於被保險人故意不當行為之毀損滅失或費用
 - 3.2 保險標的之正常漏損、正常失重或失量、或自然損耗
 - 3.3 為抵禦承保運送通常意外而由被保險人或其受雇人或於保險開始前所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

- include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 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)
- 3.6 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
- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 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
- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

- 4.
- 4.1 In no case shall this insurance cover loss damage or expense arising from
- 4.1.1 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
- 4.1.2 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.
- 4.2 Exclusion 4.1.1 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.
- 4.3 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.

DURATION

- 助人)
- 3.4 固有瑕疵或保險標的本質所致之毀損滅失或費用
- 3.5 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)
- 3.6 船舶所有人、經理人、租傭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。

- 3.7 任何罷工、閉廠、勞動紛爭、騷亂或民亂所致任何形式之勞工欠缺短少或佔據所致之毀損滅失或費用
- 3.8 基於航程或冒險喪失或受阻擾之任何求償
- 3.9 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
- 3.10 戰爭、內戰、革命、叛亂、暴動或民爭所致或任何交戰勢力所為或抵抗之任何戰鬥行為。

- 4.
- 4.1 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：
- 4.1.1 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。
- 4.1.2 貨櫃或貨車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。
- 4.2 前述 4.1.1 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。
- 4.3 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，然被保險人或其受雇人對該不適航或不適載知情者除外。

保險期間

Transit Clause

5.

- 5.1 Subject to Clause 8 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
- 5.1.1 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,
- 5.1.2 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
- 5.1.3 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
- 5.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge overseas from the overseas 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 5.1.1 to 5.1.4, 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.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

6. 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 5 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
- 6.1 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

運送條款

5

- 5.1 適用下列第 8 條規定之情況下，本保險於保險標的開始離開為能立即裝載上或進入運輸工具或其他機具之目的之本保單所載明倉庫或儲放處(保險契約所載地點)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：
- 5.1.1 於最後倉庫或保險契約所載目的地之儲放處所，自運載車輛或其他運輸工具上完成卸載，
- 5.1.2 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
- 5.1.3 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
- 5.1.4 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，
- 5.2 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 5.1.1 至 5.1.4 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。
- 5.3 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 5.1.1 至 5.1.4 款有關終止及下述第 6 條之規定)。

運送契約終止條款

6. 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 5 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：
- 6.1 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，保險標的的到達該港地屆滿六十日，採先發

such port or place, whichever shall first occur, or
6.2 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 5 above.

Change of Voyage

7.
7.1 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.
7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), 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.

CLAIMS

Insurable Interest

8.
8.1 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.
8.2 Subject to Clause 8.1 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 Insurers were not.

Increased Value

9.
9.1 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.
9.2 **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

生者，或

- 6.2 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。

變更航程條款

7.
7.1 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。
7.2 保險標的於保險所承保之運送開始時(依第 5.1 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。

求償

保險利益條款

8.
8.1 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。
8.2 於適用前述第 8.1 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。

增值條款

9.
9.1 如被保險人對本保險之保險標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。
9.2 當本保單作為增值保單使用時，下列條款應予適用：
保險標的協議價額視為等於主保單及被保險人對保險標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

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.

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

10. This insurance

10.1 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.

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

保險權益

10. 本保險

10.1 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，

10.2 不應擴及或另為運送人或其他受託人權益者。

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

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

11.2 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.

減輕損失

被保險人義務條款

11. 被保險人及其受僱人及代理人對於可求償之損失負有下列義務

11.1 採取合理措施以避免或減輕該損失，及

11.2 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

12. 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.

棄權條款

12. 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

13. 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

13. 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

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

法律與慣例

14. 本保險應依據英國法律及慣例。

NOTE:- Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

附註：依第 6 條要求續保或依第 7 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。