

協會戰爭條款(貨物)

(僅與新海上保單格式一起使用)

INSTITUTE MARINE WAR CLAUSES (CARGO)

(For Use Only With The Current Mar Policy Form)

War ICC-2009

1/1/2009

Cl. 385

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 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

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 these Clauses "packing" shall be

承保風險

風險條款

1. 除第 3 條及第 4 條另有除外規定外，本保險承保下列事項所致保險標的之減失或毀損
 - 1.1 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
 - 1.2 前 1.1 項承保風險所生之捕獲、查扣、拘押、禁制或徵收，及其任何後果或其任何企圖
 - 1.3 遺棄置水雷、魚雷、炸彈或其他遺棄置之戰爭武器。

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減失或費用
 - 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減失或費用(為本條款之目的，『包裝』視為包括貨物堆載於貨櫃，且

- deemed to include stowage in a container and "employees" shall not 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 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 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.
- 『受雇人』不包括獨立契約履行輔助人)
- 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 基於航程或冒險喪失或受阻擾之任何求償
- 3.8 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。
- 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。

DURATION

保險期間

Transit Clause

運送條款

- 5.
- 5.1 This insurance
- 5.1.1 attaches only as the subject-matter insured and as to any
- 5.
- 5.1 本保險
- 5.1.1 僅承保保險標的及其任何部份裝運

- part as that part is loaded on an oversea vessel and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Insurers and to an additional premium*, such insurance
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses, or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 上海船之情況
- 5.1.2 於適用條款 5.2 及 5.3 之情況下，本保險於下列情況之一發生時終止：保險標的及其任何部份於最後港口或卸貨地從該船舶上卸載；或船舶到達最後港口或卸貨地之日午夜起計滿十五天(採先發生者)於立即通知保險人及額外保費之情況下，本保險
- 5.1.3 於保險標的未於最後港口或卸貨地卸載而船舶復從該地啟航時，重新加以承保，且
- 5.1.4 於適用條款 5.2 及 5.3 之情況下，本保險於下列情況之一發生時終止：保險標的及其任何部份於最後(或替代)港口或卸貨(或替代)地從該船舶上卸載；或船舶到達最後港口或卸貨地或替代港或替代地之日午夜起計滿十五天(採先發生者)。
- 5.2 如於投保航程期間，船舶到達一中途港或中途地將保險標的卸載以便交由另一艘船舶或航具繼續運送或貨物於避難港或避難地被卸載，則受限於條款 5.3 及如有要求之額外保費情況下，本保險得繼續承保至船舶到達該港地之日午夜起計滿十五天，然如保險標的或其任何部份裝載上另一艘轉運海船或航具時則重新承保。於該十五日期間內，本保險仍具效力，然該效力僅及於保險標的或其部份位於該港地之情況。如該貨物於前述十五日內轉運或如本保險依本條款 5.2 重新承保者，
- 5.2.1 如轉運係由另一艘海船所進行，本保險依本條款規定繼續承保之，或
- 5.2.2 如轉運係經由飛航器所進行，現行協會戰爭條款(空運貨物)(郵寄除外)視為本保險之一部份且適用於此一經由航空轉運之情況。
- 5.3 如航程依運送契約於所載目的地以外之港口或地點終止時，該港地視為最後卸貨港，且本保險依條款 5.1.2 之規定終止之。如保險標的隨後又被裝運至原來目的地或其他目的地時，則在轉運前立即通知保險人及額外保費之情況下，
- 5.3.1 於保險標的已經卸載，而保險標的及其部份裝載上轉運船；

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.

5.5 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

6.

6.1 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.

6.2 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.

7. **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

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.

5.3.2 保險標的尚未卸載，而該船舶從原訂最後卸貨港口啟航時

本保險可重新承保，再依條款 5.1.4 規定終止之。

5.4 本保險所承保無論漂浮或潛沉之水雷及遭棄置魚雷之風險，於保險標的或其部份於轉運航具來往船舶上期間亦承保之，然在任何情況下不得超過從船舶上卸載後滿六十天，然保險人有特別同意者除外。

5.5 於立即通知保險人及額外保費之情況下，依照運送契約所賦予船舶所有人或租傭船人自由權行使所為任何偏航或冒險之任何變更期間，依本條款相關規定，本保險仍具效力。

(為本條款 5 之目的，

『到達 arrival』意指船舶已經於港口區域內之船席或地點下錨、繫纜或其它停靠情況。如無船席或地點可茲適用時，到達乙詞視為船舶位於或離該卸貨港地為第一次下錨或繫纜或其他停靠時即行發生。

『海船 oversea vessel』意指經由海路航行運載保險標的從一港地到另一港地之船舶。)

變更航程條款

6.

6.1 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。

6.2 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。

7. **本契約所約定之任何事項與第 3.7 條、第 3.8 條及第 5 條不相一致者，不相一致之部份無效。**

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 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.

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。

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 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

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

減輕損失

被保險人義務條款

11. 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

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

reasonably incurred in pursuance of these duties.

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 reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, 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 5 條要求續保或依第 6 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。