

協會木材貿易聯盟條款—1/4/86 (CL.335)

經木材貿易聯盟認可

(僅與新海上保單格式一起使用)

INSTITUTE TIMBER TRADE FEDERATION CLAUSES

Agreed with the Timber Trade Federation

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

ITTFC-1986

1/4/86

CL.335

RISKS COVERED

承保風險

Risks Clause

風險條款

Cargo whilst stowed on deck

貨物裝載於甲板上

- 1.1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1.1 loss of or damage to the subject-matter insured whilst stowed on deck of the oversea vessel, or any part or item thereof whilst so stowed, reasonably attributable to
- 1.1.1.1 fire or explosion
- 1.1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.1.3 collision or contact of vessel with any external object other than water
- 1.1.1.4 discharge of cargo at a port of distress.
- 1.1.2 loss of or damage to the subject-matter insured whilst stowed on deck of the oversea vessel, or any part or item thereof whilst so stowed, caused by
- 1.1.2.1 general average sacrifice
- 1.1.2.2 jettison or washing overboard
- 1.1.2.3 theft or non-delivery
- 1.1.2.4 malicious act.

- 1.1 本保險承保下列之風險，然條款 4、5、6 及 7 所規定者除外
- 1.1.1 堆放於海船甲板上之保險標的或其任何部分或物件合理歸因於下列事故之毀損滅失
- 1.1.1.1 失火或爆炸
- 1.1.1.2 船舶或艇具坐礁、觸底、沈沒或翻覆
- 1.1.1.3 船舶、艇具或運輸工具與任何除水以外之外在物體碰撞或碰觸
- 1.1.1.4 避難港卸貨
- 1.1.2 因下列事項所致堆放於海船甲板上之保險標的或其任何部分或物件之保險標的之毀損滅失
- 1.2.1 共同海損犧牲
- 1.2.2 投棄或浪衝下海
- 1.2.3 失竊或未能送達
- 1.2.4 惡意行為。

Cargo whilst not stowed on deck

貨物非裝載於甲板上

- 1.2 This insurance covers all risks of loss of or damage to the subject-matter insured excluding any part or item thereof whilst stowed on deck on the oversea vessel, except as provided in Clauses 4, 5, 6 and 7 below.
Subject-matter insured or any part or item thereof stowed in poop, forecastle, deck house, shelter deck, other enclosed space, or in a container, shall be deemed to be subject-matter

- 1.2 本保險承保保險標的之滅失或毀損之所有風險，然保險標的或其任何部分或物件堆放於海船甲板上及條款 4、5、6 及 7 所規定者除外。
保險標的或其任何部分或物件堆放於舵間、前甲板、甲板艙、遮蔽艙、其他封閉空間或貨櫃中者，應視為該保

insured not stowed on deck.

險標的非堆放於甲板上。

General Average Clause

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment 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 or elsewhere in this insurance.

共同海損條款

2. 本保單承保為避免任何原因(第4、5、6及7條及本保單其他除外不保者除外)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

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

雙方過失碰撞條款

3. 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。

EXCLUSIONS

General Exclusion Clause

- 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 (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense proximately 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 arising from 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 this 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 arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

除外不保事項

一般除外條款

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減失或費用
 - 4.2 保險標之之正常漏損、正常失重或失量、或自然損耗
 - 4.3 保險標之包裝或整備不固或不當所致之毀損減失或費用(為本4.3款之目的，『包裝』視為包括貨物堆載於貨櫃或升降式貨箱之情況，但僅以於該堆載於保險開始前已經完成或該堆載為被保險人或其受雇人所為者為限)
 - 4.4 固有瑕疵或保險標之本質所致之毀損減失或費用
 - 4.5 遲延主力近因所致之毀損減失或費用，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 於保險標之裝載上船時，被保險人已知或依正常商業過程應該知曉之船舶所有人、經理人、租傭船人或營運人之破產或財務不良，而該破產或財務不良會阻礙航程正常行程，所致之毀損減失或費用
本除外規定不適用於本保險業已轉讓給善意購買或已依一具拘束性之契約同意購買保險標之而依本保單具請求權之人。
 - 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之使用所致生之毀損減失或費用。

Unseaworthiness and Unfitness Exclusion Clause

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 liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
- 5.2 Where this 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, exclusion 5.1.1 above shall not apply.
- 5.3 The Underwriters 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.

War Exclusion Clause

- 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.
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusion Clause

- 7 In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
- 7.2 resulting from strikes, locked-out labour disturbances, riots or civil commotions.
- 7.3 caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause

8

- 8.1 This insurance attaches on or after loading of the goods insured hereunder on land and/or water conveyance or their floating at the mill, transit warehouse, factory, yard or

不適航及不適載除外不保條款

5.

- 5.1 在任何情況下，保險人均不承保下列所致生之滅失、毀損或費用
- 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、升降式貨箱或貨車不適宜安全運載保險標的，而該裝載為被保險人或其受雇人於本保險起保前所為者。
- 5.2 於本保險業已轉讓給善意購買或已依一具拘束性之契約同意購買保險標的而依本保單具請求權之人，第 5.1.1 除外規定不適用之。
- 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。

戰爭除外條款

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 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

罷工除外條款

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 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 罷工、閉廠、勞動紛爭、騷亂或民亂所生。
- 7.3 任何恐怖份子或具政治動機為作為之任何人所致。

保險期間

運送條款

8

- 8.1 本保險於被保險貨物於製造廠、轉運倉庫、工廠、堆放場或庫房等地點裝上路上及或水上運輸工具或起浮，向

premises wheresoever, from which the despatch to the oversea vessel is made, continues during the Clause ordinary course of transit and terminates either

- 8.1.1 on delivery of the goods by land or water into the mill, warehouse, factory, yard or premises at their final destination, whether at the port of discharge of the oversea vessel or (further sea voyage excepted) elsewhere, and are there made available to the Assured or Receivers
- 8.1.2 on delivery to any other warehouse or place of storage, which the Assured elect to use for storage other than in the ordinary course of transit
- 8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.2 This insurance shall remain in force (subject to termination as provided for 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 shipowners or charterers under the contract of affreightment.
- 8.3 Each bill of lading to be deemed a separate insurance if required by the Assured at any time.
- 8.4 The provisions of Clause 8 shall apply notwithstanding that the description of the voyage in the body of the policy may state only the ports and places of shipment and discharge.

Termination of Contract of Carriage Clause

- 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 delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
 - 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
 - 9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage Clause

- 10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

海船為移動時開始起保，於正常運送過程中繼續有效並於下列情況之一發生時終止：

- 8.1.1 經陸運或水運將貨物交付於處於海船的卸貨港，或任何其他地點（進一步海上航程除外）之保單所載最終目的地，被保險人或收貨人可以提貨之製造廠、轉運倉庫、工廠、堆放場或庫房等地點
- 8.1.2 交付給正常運送過程以外由被保險人選擇用於儲存之任何其他倉庫或堆放地點
- 8.1.3 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，採先發生者。
- 8.2 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。
- 8.3 一經被保險人於任何時間提出要求，任一載貨證券應視為一獨立保險。
- 8.4 無論保單有關航程之記載是否僅陳述裝運及卸貨之港口及地點，第 8 條規定無論如何均應適用之。

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，或於交貨前已因前述第 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 貨物已於該港或處所出售並交付，或除另有特別協議外，被保貨物到達該港地屆滿六十日，採先發生者，或
 - 9.2 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 8 條規定而終止。

變更航程條款

10. 被保險人於本保險生效起保後變更其目的地者，於立即通知保險人並洽訂保費及條件時，本保險應予續保。

CLAIMS

Insurable Interest Clause

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

Forwarding Charges Clause

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

Constructive Total Loss Clause

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

Increased Value Clause

14

- 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 14.2 Where this insurance is on Increased Value the following clause shall apply:

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 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。

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。

推定全損條款

13. 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。

增值條款

14

- 14.1 如被保險人對投保貨物另有投保任何增值保險時，該保險之貨物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。
- 於提出求償時，被保險人將所有其他保險之投保金額之證明，提供給本保險人。
- 14.2 當本保單作為增值保單使用時，下列條款應予適用：

The agreed value of the cargo 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 cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

貨物協議價額視為等於主保單及被保險人對貨物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。

於提出求償時，被保險人將所有其他保險之投保金額之證明，提供給本保險人。

BENEFIT OF INSURANCE

Not to Insure Clause

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

保險權益

不受益條款

15. 本保險為運送人或其他受託人權益者不生效力。

MINIMISING LOSSES

Duty of Assured Clause

16 It is the duty of the Assured and their servants 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 Underwriters 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

16. 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

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。

Waiver Clause

17 Measures taken by the Assured or the Underwriters 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

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。

AVOIDANCE OF DELAY

Reasonable Despatch Clause

18 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

合理快速條款

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。

LAW AND PRACTICE

English Law and Practice Clause

19 This insurance is subject to English law and practice.

法律與慣例

英國法律與慣例條款

19. 本保險應依據英國法律及慣例。

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

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。