

協會罷工條款(散裝油)

(僅與新海上保單格式一起使用)

INSTITUTE MARINE STRIKES CLAUSES (BULK OIL)

(FOR USE ONLY WITH THE CURRENT MAR POLICY FORM)

Strikes IBOC-1983

1/2/83

Cl. 274

RISKS COVERED

1. Risks Clause

1. This insurance covers, except as provided in 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 terrorist or any person acting from a political motive.

2. General Average Clause

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 a risk covered under these clauses.

EXCLUSIONS

3. General Exclusions Clause

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 inherent vice or nature of the subject-matter insured
 - 3.4 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)
 - 3.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the

承保風險

1. 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 任何恐怖份子或具政治動機為作為之任何人。

2. 共同海損條款

本保單承保為避免或本條款承保風險損失避免有關，依運送契約及或依任何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. 一般除外條款

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. 固有瑕疵或保險標的本質所致之毀損滅失或費用
 - 3.4. 遲延主力近因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 可支付之費用除外)
 - 3.5. 船舶所有人、經理人、租傭船人或營運人破產或財務不良所

- vessel
- 3.6 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
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.9 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. Unseaworthiness and Unfitness Exclusion Clause

- 4.1 In no case shall this insurance cover loss damage or expense arising from
- unseaworthiness of vessel or craft,
 - unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
- where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein,
- 4.2 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, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. Transit Clause

- 5.1 This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 5.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein, or
 - 5.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein, whichever shall first occur.
- 5.2 If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 5.1 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, unless otherwise agreed by the Underwriters upon receipt of prompt notice from the Assured.

- 致之毀損滅失或費用
- 3.6. 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
- 3.7. 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之使用所致生之毀損滅失或費用
- 3.9. 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. 不適航及不適載除外不保條款

- 4.1 在任何情況下，保險人均不承保下列事項所致之毀損滅失或費用
- 船舶或航具不適航，
 - 船舶、航具、貨車、貨櫃或升降式貨箱不適宜安全運載保險標的，
- 而被保險人或其受雇人於保險標的裝載當時對該不適航或不適載已有所知情者，
- 4.2 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

5. 運送條款

- 5.1 本保險於貨物離開本保單所載明裝運港為裝載目的之儲槽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發生時終止：
- 5.1.1 被保險標的卸載進入保單所載目的地之儲存處所或儲放船舶之儲槽，或
 - 5.1.2 被保險貨物於船舶抵達保單所列名目的港後屆滿三十天時，
- 以先到者為準。
- 5.2 於海船上卸載入最後卸貨港地之航具，然仍於依前5.1條保單終止前，被保險標的或其任何部分會繼續被轉運至本保險所承保之其他目的地時，除保險人收到被保險人之立即通知並予以同意外，本保險有關被保險標的或其任何部分之承保不應擴及開始轉運至其他目的地之時。

5.3 Subject to prompt notice being given to the Underwriters and to an additional premium if required by them, this insurance shall remain in force (until terminated under 5.1 or 5.2 above and subject to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any other variation of the adventure provided such other variation is beyond the control of the Assured.

6. Termination of Contract of Carriage Clause

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 5 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

- 6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first, occur, or
- 6.2 if the goods are forwarded within the said period of 30 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 5 above.

7. Change of Voyage Clause

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.

CLAIMS

8. Insurable Interest Clause

- 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 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 Underwriters were not.

9. Increased Value Clause

- 9.1 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,

5.3 於立即通知保險人及支付保險人所要求之額外保費情況下，對非被保險人所能控制之遲延，及船舶所有人或租傭船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 及 5.2 條有關終止及下述第 6 條之規定)。

6.運送契約終止條款

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 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 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三十日，採先發生者，或
- 6.2 如貨物已於前述三十日期間(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 5 條規定而終止。

7.變更航程條款

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。

求償

8.保險利益條款

- 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 8.1 條之情況下，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約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。

9.增值條款

- 9.1 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，

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.

9.2 Where this insurance is on Increased Value the following clause shall apply: 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.

Adjustment Clause

10. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:

10.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.

The term "gross volume" in this Clause 10.1 means total volume deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

10.2 Adjustment shall be made to the calculation under 10.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

10.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 10.1 and 10.2 shall be subject to reduction for any ordinary loss excluded by Clause 3.2 above.

BENEFIT OF INSURANCE

11. Not to Inure Clause

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

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。

被保險人求償時應提供所有其他保險之相關投保金額證明給保險人。

9.2 當本保單作為增值保單使用時，下列條款應予適用：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。

被保險人求償時應提供所有其他保險之相關投保金額證明給保險人。

估算條款

10. 可獲本保險求償之漏損及短少求償，依下列方式估算之：

10.1 可求償之數額應為比較離開為裝載上船之儲槽所測得之總容積，與運送終了時卸入交貨儲槽所測得之總容積後，所確定之損失油料之比例部分。然如買賣契約係基於重量而非以容量者，則應以重量為估算該數量之基礎。

本10.1條稱“總容積”係指扣除沉積物、水份及游離水份之全部容積。然被保險人能證明，因本保險承保風險作用之結果，於保險運送期間水份有不正常增加者除外。

10.2 依前述第10.1條為估算時，應減少因溫度變化及使用不同測量數量之方式所致生之任何明顯數量改變所造成之任何變化。

10.3 於本保險有規定漏損或短少求償之之起賠額時，該起賠額應視為包括重量或容積之通常損失，然不包括溫度變化或扣除水分所引之損失。於無前述條款之情況下，依據10.1及10.2條可獲賠償之數額，須適用3.2條除外不保之任何通常損失之扣減規定。

保險權益

11. 不受益條款

本保險為運送人或其他受託人權益者不生效力。

MINIMISING LOSSES

12. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

- 12.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 12.2 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.

13. Waiver Clause

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.

AVOIDANCE OF DELAY

14. Reasonable Despatch Clause

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

LAW AND PRACTICE

15. English Law and Practice Clause

This insurance is subject to English law and practice.

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" Clause under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

減輕損失

12.被保險人義務條款

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

- 12.1 採取合理措施以避免或減輕該損失，及
- 12.2 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。

13.棄權條款

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

14.合理快速條款

被保險人於其所能控制之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

15.英國法律與慣例條款

本保險應依據英國法律及慣例。

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。