

聯合國貨物保險示範條款 中間承保

1987 年

UNITED NATIONS CARGO INSURANCE, Intermediate Cover

UN Cargo (Intermediate)-1987

A. COVERAGE

第 A 部分 承保

1. This insurance covers physical loss of or damage to the insured cargo caused by
 - 1.1 vessel or craft being stranded, grounded, sunk or capsized;
 - 1.2 collision or contact of vessel, craft or conveyance with any external object other than water;
 - 1.3 derailment, overturning or falling of the transport conveyance;
 - 1.4 explosion, fire or smoke emanating from that fire;
 - 1.5 general average sacrifice;
 - 1.6 jettison or washing overboard;
 - 1.7 earthquake, volcanic eruption, lightning, or similar natural calamities;
 - 1.8 entry of sea, lake or river water into the vessel, craft, hold, conveyance, container, liftvan or place of storage;
 - 1.9 discharge of all or part of the cargo on the vessel or craft at a port of distress;
 - 1.10 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.
 2. This insurance also covers loss of or damage to the insured cargo caused by any act of any governmental authority to prevent or minimize pollution resulting from damage to the carrying vessel, provided such act of governmental authority has not resulted from want of due diligence by the assured.
1. 被保險貨物因下列原因所致之實體滅失或毀損：
 - 1.1 船舶或艇具坐礁、觸底、沈沒或翻覆；
 - 1.2 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；
 - 1.3 陸上運輸工具翻覆或出軌；
 - 1.4 爆炸、失火或失火之煙燻；
 - 1.5 共同海損犧牲；
 - 1.6 投棄或浪衝下海；
 - 1.7 地震、火山爆發、閃電或類似自然災害；
 - 1.8 海水、湖水或河水侵入船舶、航具、貨艙、運輸工具、貨櫃、貨箱或堆放處所；
 - 1.9 船舶或艇具上之全部或一部貨物於避難港卸貨；
 - 1.10 任何包裹於船舶或航具裝卸時落海或掉落之全損。
 2. 本保險亦承保任何政府機關為避免或減輕承載船舶毀損所致污染之任何作為所致被保險貨物之滅失或毀損，然以該政府機關之作為並非被保險人欠缺謹慎注意者不在此限。

B. GENERAL EXCLUSIONS

第 B 部分 一般除外

3. This insurance does not cover:
 - 3.1 loss, damage, liability or expense caused by:
 - 3.1.1 war, hostilities or warlike acts;
3. 本保險不承保：
 - 3.1 下列所致之滅失、毀損、責任或費用：
 - 3.1.1 戰爭、敵對行為或類似戰爭行

- 3.1.2 civil war, revolution, rebellion, insurrection, or civil strife arising therefrom;
- 3.1.3 mines, torpedoes, bombs or other weapons of war;
- 3.1.4 capture, seizure other than by pirates, masters, officers or crew, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;
- 3.1.5 sabotage or terrorism committed from a political motive;
- 3.1.6 detonation of an explosive caused by any person acting maliciously or from a political motive;
- 3.1.7 strikes, lock-outs or other similar labour disturbances;
- 3.1.8 civil commotions, riots or other similar events; or
- 3.1.9 confiscation, requisition, or other similar measures taken or attempted by any government or other similar organization assuming or wielding power;
- 3.1.10 deliberate damage to or deliberate destruction of the insured cargo or any part thereof by the wrongful act of any person or persons;
- 3.2 loss, damage, liability or expense resulting from the personal act or omission of the assured done with the intent to cause such loss, damage, liability or expense, or recklessly and with knowledge that such loss, damage, liability or expense would probably result;
- 3.3 ordinary leakage, ordinary loss in weight or volume, or any other ordinary loss of or damage to the insured cargo;
- 3.4 loss, damage, liability or expense caused by insufficiency or unsuitability of packing or preparation of the insured cargo;
- 3.5 loss, damage, liability or expense caused by inadequacy or unsuitability of the stowage of the insured cargo in a container or liftvan where such stowage is carried out prior to attachment of this insurance;
- 3.6.1 loss, damage, liability or expense caused by
- 3.6.1.1 unseaworthiness of vessel or craft, or
- 3.6.1.2 unfitness of vessel, craft, conveyance, container or liftvan for the safe carriage of the insured cargo,
- where the assured knew of or had recklessly refrained from obtaining knowledge of such unseaworthiness or unfitness by the time the insured cargo was loaded therein.
- 3.6.2 This exclusion 3.6 shall not be invoked against a party claiming under this insurance to whom the insurance has been assigned and who has bought the insured cargo in good faith without notice of such unseaworthiness or unfitness;
- 3.7 loss, damage, liability or expense caused by inherent vice or nature of the insured cargo;
- 3.8 loss, damage, liability or expense caused by delay, even though the delay is caused by a peril insured against, except liability or expense payable under clause 8 (the General Average and Salvage Clause);
- 為;
- 3.1.2 內戰、革命、叛亂、暴動、或前述各項所生之民爭;
- 3.1.3 水雷、魚雷、炸彈或其他戰爭武器;
- 3.1.4 捕獲、扣押(海盜、船長、船副或船員除外)、扣押、禁制或扣留及其任何後果或任何威脅;
- 3.1.5 具政治動機之破壞或恐怖活動;
- 3.1.6 具惡行或具政治動機之人製造爆炸之爆炸;
- 3.1.7 罷工、閉廠或類似勞動紛爭;
- 3.1.8 民亂、騷亂或其他類似事件;
- 或
- 3.1.9 沒入、徵用或任何政府或其他具有或擁有武力之類似機構之其他類似措施所為或意圖所為;
- 3.1.10 任何人或數人之不法行為,蓄意毀損或蓄意毀壞被保險貨物或其任何部分。
- 3.2 被保險人意圖造成該損失、損害責任或費用,或魯莽及明知該損失、損害、責任或費用可能發生之個人作為或不作為所致之滅失、毀損、責任或費用;
- 3.3 被保險貨物之正常漏損、正常失重或失量、或任何其他正常之滅失或毀損;
- 3.4 被保險貨物之包裝或整備不固或不當所致之滅失、毀損、責任或費用;
- 3.5 被保險貨物堆載於貨櫃或升降式貨箱(該堆載於保險開始前已經完成)之不當或不良所致生之滅失、毀損、責任或費用;
- 3.6.1 被保險人於被保險貨物裝載當時對該不適航或不適載知情之下列事項所致之滅失、毀損、責任或費用;
- 3.6.1.1 船舶或航具不適航
- 3.6.1.2 船舶、航具、貨車、貨櫃或升降式貨箱不適宜安全運載被保險貨物
- 3.6.2 本第 3.6 條除外規定不得針對本保險之受讓人及善意買受被保險貨物而未受該不適航或不適載通知之人依本保險為求償之權利為主張;
- 3.7 被保險貨物固有瑕疵或其本質所致之滅失、毀損、責任或費用;
- 3.8 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之滅失、毀損、責任或費用,然依第 8 條(共同海損及救助條款)應支付之責任或費用除外;
- 3.9

3.9

Alternative A

loss, damage, liability or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel;

Alternative B

3.9.1 loss, damage, liability or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel, where the assured has failed to take all necessary and prudent measures to establish, or to ensure that his agents establish, the financial reliability of those parties.

3.9.2 This exclusion 3.9 shall not be invoked against a party claiming under this insurance to whom the insurance has been assigned and who has bought the insured cargo in good faith without notice of such insolvency or financial default and without notice that the original assured has failed to take such measures.

3.10 Additional exclusion clause (if expressly agreed by the parties): loss, damage, liability or expense caused by piracy.

3.11 Additional exclusion clause (if expressly agreed by the parties): loss, damage, liability or expense arising directly or indirectly from or in connection with nuclear, radioactive or similar material or from the use of or accidents in nuclear installations or reactors.

方案 A

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滅失、毀損、責任或費用；

方案 B

3.9.1 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滅失、毀損、責任或費用，且被保險人疏於採取所有必要及謹慎措施以確信或使其代理人確信前述諸人之財務可靠度；

3.9.2 本第 3.9 條除外規定，不得針對本保險之受讓人及善意買受被保險貨物而未受該破產或財務不良通知之人且未收到疏於採取該措施之原被保險人之通知而依本保險為求償之權利為主張。

3.10 附加除外條款(如經契約當事人明示同意採用)：因海盜所致之滅失、毀損、責任或費用。

3.11 附加除外條款(如經契約當事人明示同意採用)：因核子、放射性或類似物質或與其有關或核子設施或反應爐之使用或意外直接或間接所致生之滅失、毀損、責任或費用。

C. - ADDITIONAL COVERAGE

4. Both to Blame Clause

Where the insured cargo is shipped under a contract of carriage or affreightment containing a "Both to Blame Collision" Clause, the insurer also agrees, as to all losses covered by this insurance, to indemnify the assured for the insured cargo's proportion of any amount up to the sum insured which the assured may be liable to pay to the shipowner or carrier under such clause. In the event of any claim by the shipowner or carrier under the said clause, the assured agrees to notify the insurer who shall have the right, at his own cost and expense, to defend the assured against such claim.

5. General Average and Salvage Clause

5.1 This insurance covers the insured cargo's proportion of general average, salvage and/or salvage charges, adjusted or determined according to the contract of carriage or affreightment and/or the governing law and practice. In case of general average sacrifice of the insured cargo, the assured has the right to recover in respect of the whole of such loss.

5.2 No claim under this clause shall in any case be allowed unless the general average act or salvage was undertaken to avoid, or in connection with the avoidance of, a peril insured

第 C 部分 附加承保

4. 雙方過失條款

被保險財產所為裝運之載貨證券，其上訂有一名為「雙方過失碰撞條款」者，本保險公司同意，就本保險所承保之所有損失，補償被保險人於該條款下，任何依法應支付給船舶所有人之任何款項(不應超過保險金額)之比例部分。於該責任可能發生時，被保險人同意應儘速通知本保險公司，且本保險公司有權以其成本及費用，為被保險人抗辯該求償。

5. 共同海損及救助條款

5.1 本保險承保被保險貨物依運送契約或貨運契約及或任何準據法或慣例所理算或確定之共同海損、救助及或救助費用比例分擔。於被保險貨物之共同海損犧牲，被保險人有權請求賠償全部損失。

5.2 除共同海損行為或救助係為避免承保風險或與承保風險之避免有關外，任何情況下均不得依本條款提出求償。

against.

5.3 Where all the contributing interests are owned by the assured, the provisions of the York-Antwerp Rules, 1974, or similar provisions of other rules if expressly agreed, shall be applied as if the interests were owned by different persons, and the insurer shall pay the insured cargo's proportion as so calculated.

5.3 如所有分擔利害關係方均為被保險人所有，1974 年約克安特衛普規則或其他明示協議之理算規則之規定，就如同這些分擔利害關係方分屬不同人所有般，予以適用，且保險人應依前述計算下之被保險貨物比例分擔部分為支付。

6. Sue and labour and forwarding charges clause

- 6.1 Where there has been loss of or damage to the cargo from a peril insured against, or where the cargo is in danger from such a peril, and as a result reasonable expenditure is incurred by the assured in order to avert or minimize a loss which would be recoverable under this insurance, the insurer shall pay to the assured the expenditure incurred.
- 6.2 Where, as a result of the operation of a peril insured against, the transit is terminated at a port or place other than the destination to which the cargo is insured hereunder, the insurer will reimburse the assured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the cargo to that destination.
- 6.3 This clause shall not apply to general average, salvage or salvage charges.
- 6.4 The insurer's liability under this clause is in addition to his liability under the other provisions of this insurance, but shall not exceed an amount equal to the sum insured hereunder in respect of the cargo.

6. 損害防阻及轉運費用條款

- 6.1 貨物因承保風險而發生滅失或毀損，或貨物處於某風險之危難情況下，被保險人為避免或減輕可獲本保險補償之損失所發生之合理費用，保險人應支付該所生之費用給被保險人。
- 6.2 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。
- 6.3 本條款不適用於共同海損、救助或救助費用。
- 6.4 保險人於本條款之責任為其於本保險其他條款之責任以外之責任，不應超過同等於有關貨物投保金額之金額。

D. - PERIOD OF COVERAGE

7. Commencement and duration

The insurance commences from the time the insured cargo leaves the ware house or place of storage at the place named in this insurance for the commencement of the transit and shall continue during the ordinary course of transit.

第 D 部分 承保期間

7. 開始及期間

本保險自被保險貨物離開本保險所載之運送開始地點之倉庫或儲存地點開始，並繼續於整個正常運送期間。

8. Termination

This insurance shall terminate

8.1 on delivery of the insured cargo to the consignee's or other final warehouse or place of storage at the destination named in the insurance; or

8.2

Alternative A

on delivery of the insured cargo to any other warehouse or place of storage, whether prior to or at the destination named in the insurance, which the assured chooses to use either

8.2.1 for storage other than in the ordinary course of transit, or

8.2.2 for allocation or distribution; or

8. 終止

本保險於下列情況下終止：

8.1 於被保險貨物抵達本保險所載之目的地之受貨人或其他最後倉庫或儲放地點；或

8.2

方案 A

依被保險人下列之選擇，被保險貨物交付於無論是否為本保險所載目的地或之前之任何其他倉庫或堆放地點：

8.2.1 正常運送過程外之儲放；或

8.2.2 為分配或分送；或

Alternative B

on any taking of delivery of the insured cargo by the assured, the shipper, the consignee or their representatives or other authorized persons before the time when the insurance would otherwise terminate as stipulated in 8.1 above; or

- 8.3 when . . . days have elapsed after completion of discharge of the insured cargo from the oversea vessel at the final port or place of discharge;
- 8.4 when the insured cargo has been discharged from the oversea vessel at the final port or place of discharge, and transit commences to a destination other than that named in this insurance; whichever shall first occur.

9. Continuation

- 9.1 The insurance shall remain in force, subject to termination as provided by clauses 8 and 9.2, 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 carriage or affreightment.
- 9.2 When, owing to circumstances beyond the control of the assured, the contract of carriage or affreightment is terminated at a port or place other than the destination named therein, or the transit is otherwise terminated before delivery of the insured cargo as provided for in clause 8 above, this insurance shall also terminate unless prompt notice is given to the insurer and continuation of cover is requested. In that case this insurance shall remain in force, subject to an additional premium if required by the insurer, either
- 9.2.1 until the insured cargo is sold and delivered at such port or place or, unless otherwise specially agreed, until the expiry of . . . days after its arrival at such port or place, whichever shall first occur, or
- 9.2.2 if the insured cargo is forwarded within the above . . . day period (or any agreed extension thereof) to the destination named in this insurance or to any other destination, until terminated in accordance with clause 8 above.

E. - MEASURE OF INDEMNITY

10. General Rules

- 10.1 Agreed and insurable value
- 10.1.1 Where an agreed value is stated in this insurance this agreed value shall be conclusive between the assured and the insurer as to the value of the insured cargo in the absence of fraud.
- 10.1.2 Where there is no agreed value, the insurable value of the cargo is
Alternative A
the commercial invoice value or, if there is

方案 B

被保險人、託運人、受貨人或其代表人或其他經授權之人於本保險依前列第 8.1 條終止之前之任何時間為被保險貨物之提領者；或

- 8.3 被保險貨物於最後卸貨港地從海船上完全卸載後屆滿_____日之時；
- 8.4 於被保險貨物於最後卸貨港地從海船上完全卸載，且開始轉運至本保險所載目的地以外之其他地點，以先發生者為準。

9. 繼續

- 9.1 於適用第 8 條及第 9.2 條之情況下，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或貨運契約之自由權條款之行使所為之任何偏航、強制卸貨、重裝或轉運及冒險所致之任何變更，本保險仍繼續有效。
- 9.2 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 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：
- 9.2.1 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_____日，採先發生者，或
- 9.2.2 如貨物已於前述_____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。

第 E 部分 補償方式

10. 通則

- 10.1 協議及可保價值
- 10.1.1 本保險有載明協議價值時，在無詐欺之情況下，該協議價值應為被保險人及保險人間有關被保險貨物價值之絕對證據。
- 10.1.2 本保險未載明協議價值時，貨物之可保價值為：
方案 A
商業發票價值或如無該發票

- no such invoice, the market value of the cargo at the time and place of commencement of the cover, plus
- 10.1.2.1 if not already included, freight and other expenses incidental to the transport, customs duties, insurance costs, and
- 10.1.2.2 an expected profit of . . . %
- Alternative B
the market value at the place of destination at the time of the arrival of the cargo or, if the cargo does not arrive, at the time it should have arrived at the place of destination.
- 10.1.3 Where there is no agreed value and the term "agreed value" is used in other provisions of this insurance, this term shall be deemed also to cover the insurable value, as defined in 10.1.2 above.
- 10.2 Sum insured- The insurer's total liability under Part A and clauses 4 and 5 of Part C shall be limited to the sum insured. A separate limit shall apply to claims under clause 6 of Part C as provided therein.
- 10.3 Under- and over-insurance
- 10.3.1 Where the sum insured is less than the agreed value, the insurer is only liable to pay that proportion of any loss covered by this insurance that the sum insured bears to the agreed value.
- 10.3.2 Where the sum insured is higher than the agreed value, the assured may not recover more than the agreed value.
- 10.4 Under-valuation
- Alternative A
Where the assured has a claim under Part C, clauses 5 and/or 6, the indemnity payable under this insurance shall not be reduced by reason of the agreed value being less than the actual or contributory value of the insured cargo.
- Alternative B
- 10.4.1 Where the assured has a claim under Part C, clause 5, of this insurance other than for general average sacrifice of the cargo, and the agreed value is less than the full contributory value of the cargo, the insurer shall only pay such proportion of general average, salvage and salvage charges as the agreed value bears to the full contributory value.
- 10.4.2 Where the cargo has suffered damage covered by this insurance and such damage constitutes a deduction from the contributory value, the same amount must be deducted from the agreed value when determining whether the agreed value is less than the contributory value.
- 10.5 Co-insurance Where two or more insurers are liable under this insurance,
- 10.5.1 each insurer is liable only for his proportion of the claim, which is the proportion that his
- 價值，則為貨物於本保險起保時地之市價，加上
- 10.1.2.1 如尚未納入發票價值內，運費及與運送有關之其他費用、關稅、保險費及
- 10.1.2.2 預期利益___%
- 方案 B
貨物到達目的地時，或如貨物未抵達者，則為應抵達時之市價。
- 10.1.3 如未載明協議價值且本保險其他條款有使用"協議價值"乙詞時，本條款應視為亦已承保前述第 10.1.2 條之可保價值。
- 10.2 保險金額：保險人於第 A 部分及第 C 部分第 4 及第 5 條之總責任，應限於保險金額。另一獨立限額應適用於第 C 部分第 6 條所規定之求償。
- 10.3 不足額保險及超額保險
- 10.3.1 保險金額低於協議價值者，保險人僅負責本保險所承保之任何損失之保險金額相對於協議價值之比例部分。
- 10.3.2 保險金額高於協議價值者，被保險人不得求償超過協議價值之部分。
- 10.4 價值不足
- 方案 A
被保險人依第 C 部分第 5 條及或第 6 條為求償時，依本保險應支付之補償應就協議價值低於被保險貨物之實際或分擔價值部分扣減之。
- 方案 B
- 10.4.1 於被保險人依第 C 部分第 5 條，依本保險除貨物之共同海損犧牲及協議價值扣減貨物之完全分擔價值外，保險人僅需支付協議價值相對於全部分擔價值之共同海損、救助及救助費用之比例部分。
- 10.4.2 貨物蒙受本保險所承保之損失且該損失構成分擔價值之扣減部分，於決定協議價值是否低於分擔價值時，同一金額應從協議價值中予以扣減。
- 10.5 共同保險—於二或以上之保險人應依保險負責時：
- 10.5.1 任一保險人僅就其簽保額度相對於保險金額之比例，負

subscription bears to the sum insured, and shall on no account be held jointly liable with his co-insurers.

Alternative A

each insurer agrees to be subject to the jurisdiction of the courts applicable to the leading insurer for all disputes under this insurance. The leading insurer is authorized by his co-insurers to accept and conduct legal proceedings on their behalf.

Alternative B

No provision.

責該求償之各自比例部分，且不與其他共同保險人負擔連帶責任。

方案 A

任一保險人協議將本保險之所有爭議由首席保險人所適用之管轄法院審理。各共同保險人並此授權首席保險人應代表其接受及進行相關訴訟程序。

方案 B

無條款。

11. Total losses

- 11.1 A claim for loss by a peril insured against may be for a total loss, as herein defined, or otherwise for a partial loss.
- 11.2 Actual total loss occurs where the insured cargo is destroyed or so damaged as to cease to be a thing of the kind insured or where the assured is irretrievably deprived of the cargo.
- 11.3 Presumed total loss occurs where the carrying vessel is missing with the insured cargo and no news of the vessel or the cargo has been received within a reasonable time but not to exceed . . . months.
- 11.4 Constructive total loss occurs:
- 11.4.1 where the assured has been deprived of the free use and disposal of the insured cargo, and
- 11.4.1.1 it is unlikely that he will be able to recover it within a reasonable time but not to exceed . . . months, or
- 11.4.1.2 he could not recover it without incurring an expenditure which would exceed its value on recovery;
- 11.4.2 where the insured cargo has been damaged and it cannot be repaired or reconditioned and forwarded to its destination without:
- 11.4.2.1 becoming an actual total loss before arrival, or
- 11.4.2.2 incurring an expenditure which would exceed its value on arrival.
- 11.5 Where there is a valid claim for a total loss recoverable under this insurance, the amount payable by the insurer is the sum insured in respect of the cargo.

12. Abandonment

- 12.1 Where the assured elects to claim for a constructive total loss rather than for a partial loss, or where there is a presumed total loss, the assured shall with reasonable diligence notify the insurer that he wishes to abandon what remains of the cargo to the insurer.
- 12.2 Unless otherwise directed by applicable law, no notice of abandonment need be given if, at the time when the assured receives reliable information of the loss, there would be no possibility of benefit to the insurer if notice were given to

11. 全損

- 11.1 承保風險所致損失之求償得以下列所定義之全損為之，否則即應為分損。
- 11.2 實際全損為被保險貨物滅失或毀損已不復為被保險之原物，或永不得再歸復被保險人所有。
- 11.3 假定全損發生於運載被保險貨物之承運船舶失蹤且無該船訊息或未於一合理期間內收到貨物，該期間不應超過__個月。
- 11.4 發生下列情況為推定全損：
- 11.4.1 被保險人被剝奪其對被保險貨物之自由使用及佔有，且
- 11.4.1.1 其似無法於一合理期間內回復其貨物，然該期間不應超過__月，或
- 11.4.1.2 被保險人所生之回復之費用超過回復後之價值；
- 11.4.2 於被保險貨物毀損，如未發生下列事項，其無法修復或修理或轉運至其目的地：
- 11.4.2.1 於抵達前成為實際全損，或
- 11.4.2.2 所發生之費用將超過其抵達時之價值。
- 11.5 依本保險可提出一有效的全損求償時，保險人應支付之數額應為有關該貨物之投保金額。

12. 委付

- 12.1 被保險人選擇以推定全損，而非分損為求償，或其為假定全損情況時，被保險人應合理謹慎地通知保險人其意欲放棄並將貨物之殘餘權利給予保險人。
- 12.2 除準據法另有不同規定外，委付通知無須應於被保險人收到損失之可靠訊息時即為發送，如已給予保險人通知，對保險人並無利益之可能性，或

him or where the insurer has expressly waived the need for such notice.

- 12.3 Notice of abandonment may be expressed in any terms which indicate the intention of the assured unconditionally to abandon his interest in the cargo to the insurer. The insurer shall advise the assured whether he accepts or rejects the notice of abandonment within a reasonable time from the date on which the notice is tendered.
- 12.4 Where notice of abandonment is given as provided herein, the rights of the assured shall not be prejudiced by the refusal of the insurer to accept the abandonment.
- 12.5 Where notice of abandonment is accepted, the abandonment is irrevocable and the acceptance of the notice of abandonment conclusively admits liability for the loss and the sufficiency of the notice. Upon acceptance of abandonment, the insurer may, if he so wishes, take over whatever may remain of the cargo, with all the rights and obligations attached thereto.

13. Partial losses

13.1 Total loss of part

Where part of the cargo is totally lost, the assured is entitled to be indemnified for such proportion of the agreed value, if a value has been agreed, or of the insurable value, if no value has been agreed, as the insurable value of the part lost bears to the insurable value of the whole.

13.2 Damage

- 13.2.1 Where the whole or any part of the cargo has been delivered damaged at its destination, the assured is entitled to be indemnified for such proportion of the agreed value, if a value has been agreed, or of the insurable value, if no value has been agreed, as the difference between the gross sound and damaged values at the place of destination bears to the gross sound value.
- 13.2.2 If the assured chooses to recondition or to repair any part of the cargo which has been delivered damaged at its destination he may, alternatively, claim the reasonable cost of such reconditioning or repair at the time of arrival at its destination.

F. - INSURABLE INTEREST

- 14.1 In order to recover under this insurance the assured must have an insurable interest in the insured cargo at the time of the loss.
- 14.2 Subject to 14.1 above, the assured shall be entitled to recover in respect of a loss occurring during the transit covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured was aware of the loss and the insurer was not.

保險人已明示放棄該通知之需求。

- 12.3 委付通知應以任何能顯示被保險無條件放棄其有關貨物之利益給保險人之任何方式明示為之。保險人應委付通知收到後之一合理期間內通知被保險人其是否接受或拒絕該委付通知。
- 12.4 委付通知一旦依前列規定發出，即不應因保險人拒絕接受該委付而損及被保險人權利。
- 12.5 委付通知一經接受，委付即不得撤回，且接受委付通知即為對損失承擔責任之決定及通知之適格。一接受委付，如保險人意欲為之，即得接收該貨物之殘餘權益及其附屬之所有權利及義務。

13. 分損

13.1 部分之全損

貨物之一部為全損，如該部分有協議價值，則被保險人有權就該部分之協議價值獲償；如未協議價值，則以該損失部分相對於所有貨物可保價值之比例部分為獲償。

13.2 毀損

- 13.2.1 全部或部份被保險貨物於抵達目的地時損害，如為定值保單，為保單確定數額之比例部份；如為不定值保單，則為可保價值部份，以抵達地總完好價值及毀損後價值之差額比例乘總完好價值計算獲償。
- 13.2.2 如被保險人選擇將被保險或抵達目的地時受損之貨物予以修理或修復，其即得請求到目的地時之合理修理或修復成本。

第 F 部分 可保利益

- 14.1 依本保險之求償，被保險人於損失之，必須對被保險貨物具有保險利益。
- 14.2 於適用第 14.1 條之規定下，被保險人有權就本保險所承保之運送期間所生之損失請求賠償，無論該損失是否發生於本保險契約締結完成前，然被保險人知曉該損失而保險人不知者除外。