

協會貨櫃定時條款 (1/1/1987)

本保險適用英國法律及實務

INSTITUTE CONTAINER CLAUSE - TIME

(1/1/1987)

This insurance is subject to English law and practice.

Container-1987

1/1/87

RISKS COVERED

承保風險

Risks Clause

風險條款

1.This insurance covers all risks of loss of or damage to the subject-matter insured, except as provided in Clauses 4, 5, 6, 7 and 8 below.

1.除第 4、5、6、7 及 8 條規定外，本保險承保保險標的毀損滅失之所有風險。

General Average Clause

共同海損條款

2.This insurance covers general average salvage 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 5, 6, 7 and 8 or elsewhere in this insurance.

2.本保單承保為避免任何原因(第 5、6、7 及 8 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。

For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.

為求償共同海損分擔之目的，可獲本保險補償之被保險標的之救助及救助費用視為以依其分擔價值足額投保。

“Both to Blame Collision” Clause

“雙方過失碰撞”條款

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.

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。

Machinery Clause

機器條款

4. The Underwriters shall only be liable under Clauses 1 and 2

4.保險人僅負責前述第 1 條及第 2 條對貨

- above for loss of or damage to the machinery of the container
- 4.1 when the container is a total loss (actual or constructive)
 - 4.2 when such damage is caused by
 - 4.2.1 fire or explosion originating externally to the machinery
 - 4.2.2 vessel or craft being stranded grounded sunk or capsized
 - 4.2.3 overturning derailment or other accident to land conveyance or aircraft
 - 4.2.4 collision or contact of vessel or craft with any external object other than water
 - 4.2.5 general average sacrifice

Exclusions

General Exclusion Clause

5. In no case shall this insurance cover
 - 5.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 5.2 ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration
 - 5.3 mysterious disappearance, unexplained loss and loss discovered upon taking inventory
 - 5.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 5.5 loss damage or expense proximately caused by delay, even though the delay be caused by risk insured against (except expenses payable under Clause 2 above)
 - 5.6 loss damages or expense arising from insolvency or financial default
 - 5.7 loss damage or expense arising from
 - unseaworthiness of vessel or craft,
 - unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured,where the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause

6. In no case shall this insurance cover loss damage liability 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 (barratry and piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war
 - 6.4 confiscation nationalisation requisition or pre-emption.

Strike Exclusion Clause

7. In no case shall this insurance cover loss damage liability or expense

- 櫃之機器之下列滅失或毀損：
- 4.1 貨櫃為全損時(實際或推定全損)
 - 4.2 損害為下列原因所致時：
 - 4.2.1 源自該機器外部之失火或爆炸
 - 4.2.2 船舶或駁船擱淺、觸底、沉沒或傾覆
 - 4.2.3 陸上運輸工具或航空器之傾覆、脫軌或其他意外事故
 - 4.2.4 船舶或駁船與除水以外之任何外部物體碰撞或碰觸
 - 4.2.5 共同海損犧牲。

除外條款

一般除外條款

5. 本保險不承保：
 - 5.1 歸因於被保險人故意不當行為之滅失、毀損或費用
 - 5.2 自然損耗、正常銹蝕或逐漸質變
 - 5.3 不明原因丟失、無法解釋之損失或盤點時發現之損失
 - 5.4 固有瑕疵或保險標的本質所致之毀損滅失或費用
 - 5.5 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(第2條可賠付之費用除外)
 - 5.6 破產或財務不良所致之毀損滅失或費用
 - 5.7 下列原因所致滅失、毀損或費用：
 - 船舶或駁船不適航
 - 船舶、駁船或運輸工具不適於安全運載被保險標的然以被保險人或其受雇人明知該不適航或不適載者為限。

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滅失、毀損、責任或費用：
 - 6.1 戰爭、內戰、革命、叛亂、暴動、或前述各項所生之民爭或由或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
 - 6.4 沒收、國有化、徵收或徵購。

罷工除外條款

7. 在任何情況下，本保險不承保下列事項之滅失、毀損、責任或費用

- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive.

- 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。

Nuclear Exclusion Clause

8. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

核子除外條款

8. 本保險不承保由於原子、核子分裂或融合之戰爭武器、或其他類似反應、或放射性戰爭武器所致之滅失、毀損、責任或費用。

Scope of Insurance

Limits Clause

9. Each container is covered, including whilst on deck, within the sea and territorial limits specified in the Schedule below. Breach of these limits held covered at a premium to be agreed, subject to prompt notice being given to the Underwriters.

保險範圍

限制條款

9. 承保任一貨櫃，包括位於甲板上，及為於附表所指定之海域或領域範圍內。有違反該限制時，得以立即通知保險人並另行協議保費之方式予以續保。

Sale or Hire Clause

10. If a container insured hereunder is sold leased or hired to a party not named as an Assured, the insurance of that container shall terminate automatically unless the Underwriters agree in writing to continue to cover.

出售或出租條款

10. 如所投保之貨櫃已出售或出租給非列名為被保險人之人，除保險人書面同意繼續承保外，該貨櫃之保險應自動終止。

This Clause 10 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent therewith.

本第 10 條應優先於本保險人任何與之不符，無論是書寫、打字或列印之規定。

Cancellation Clause

11. This insurance may be cancelled by either the Underwriters or the Assured giving 30 day' notice (such cancellation becoming effective on the expiry of days from midnight of the day on which notice of cancellation is issued by or to the Underwriters).

11.1 In the event of cancellation by the Underwriters, they shall allow pro rata daily net return of premium to the Assured.

11.2 In the event of cancellation by the Assured, the Underwriters shall allow such return of premium as may be agreed.

解約條款

11. 本保險得由保險人或被保險人提出 30 天通知予以解約(該解約於保險人發出或送達保險人之日午夜起算屆滿之日起生效)。

11.1 為保險人解約者，其應按日比例退還保費給被保險人。

11.2 為被保險人解約者，保險人依所協議之方式退還保險費。

Assignment Clause

12. No assignment of or interest in this insurance or in any moneys which may be or become payable hereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured,

轉讓條款

12. 本保險或其利益或依本保險得支付或應支付任何金錢之轉讓，保險人不受其拘束或認諾，然被保險人及再轉讓之讓與人以簽署記載日期之保險轉讓

and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

書或利益轉讓通知批註於本保險單，且於保險人支付任何賠償或退還保險費前已將該批註附加於保險單上者除外。

CLAIMS

求償

Insurable Interest Clause

保險利益條款

13. In order to cover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

13. 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。

Notice of Claim Clause

求償通知條款

14. In the event of accident whereby loss or damage may result in a claim under this insurance, prompt notice shall be given to the Underwriters or, if the container is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so wish.

14. 意外事故所致毀損滅失依本保險有求償可能時，應立即通知保險人，如貨櫃於國外，其應通知最近之勞依茲代理人，俾使保險人於其認為需要時可指定公證人代表他們前往公證。

Partial Loss and Deductible Clause

部分損失與自負額條款

15. Where a claim is payable under this insurance for the excess of the deductible specified in the Schedule below in respect of each container any one accident or series of accidents arising from one event but this deductible shall not apply to

15. 任一貨櫃於任一事故或任一事件所生之一連串事故超過附表所載自負額，則該求償得依本保險為理賠，然該自負額不適用於：

15.1 The Underwriters only to be liable for the excess of the deductible specified in the Schedule below in respect of each container any one accident or series of accidents arising from one event but this deductible shall not apply to

15.1 本保險人僅負責任一貨櫃於任一事故或任一事件所生之一連串事故超過附表所載自負額，則該求償得依本保險為理賠，然該自負額不適用於：

15.1.1 total loss (actual or constructive)

15.1.1 (實際或推定)全損

15.1.2 general average salvage or salvage charges

15.1.2 共同海損，救助或救助費用

15.1.3 charges incurred under Clause 18 below.

15.1.3 依據下述第 18 條所生之費用。

15.2 In respect of each container the Underwriters shall not be liable

15.2 有關任一貨櫃，保險人不負責：

15.2.1 in respect of unrepaired damage for more than the insured value at the time this insurance terminates

15.2.1 有關未修理損害超過本保險終止時投保金額之部分

15.2.2 for unrepaired damage in the event of subsequent total loss (whether or not covered by this insurance) sustained during the period covered by this insurance or any extension thereof.

15.2.2 就未修理損害，爾後於本保險之承保期間或任何展期期間遭受全損(無論該全損是否為本保險所承保)。

Constructive Total Loss Clause

推定全損條款

16.

16.

16.1 In ascertaining whether a container is a constructive total loss, the insured value of that container shall be taken as the repaired value and nothing in respect of the damaged or scrap value shall be taken into account.

16.1 於確定某貨櫃是否為推定全損時，該貨櫃之保險金額應作為修復後價值處理，不考慮其毀損或拆廢價值。

16.2 No claim for constructive total loss based upon the cost of recovery and/or repair of a container shall be recoverable hereunder unless such cost would exceed the insured value

16.2 除貨櫃之回復及或修理成本超過貨櫃之投保金額，否則不得基此求償推定全損。於作此決定時，僅考量單一事

of that container. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

故損害或同一事故所致生之一連串損害有關之成本。

BENEFIT OF INSURANCE

保險權益

Not to Inure Clause

不受益條款

17. This insurance shall not inure to the benefit of any carrier or bailee other than Assured.

17. 本保險為運送人或其他受託人權益者不生效力。

MINIMISING LOSSES

減輕損失

Duty of Assured (Sue and Labour) Clause

被保險人義務(損害防阻)條款

18. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
 18.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 18.2 to ensure that rights against carriers, bailees or other third parties are properly preserved and exercised

18. 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：
 18.1 採取合理措施以避免或減輕該損失，及
 18.2 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。

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.

Waiver Clause

棄權條款

19. 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 right of either party.

19. 被保險人或保險人為拯救、防護或回復被保險標的之目的所採取之措施，不應被認定為委付之放棄或接受或損及任何一方之權利。

It is a condition of this insurance that each container bears clear marks of identification.

每一貨櫃均具有清楚識別標示為本保險之前提條件。

SCHEDULE

附表

Subject Matter Insured	Sea and Territorial Limits (which are deemed to include normal flying routes between points within these Sea and Territorial Limits)	保險標的	海域及領域限制 (應視為包括於這些海域及領域間之通常航路)
Type & Size		櫃型及大小	
Identification Mark		識別標記	
Value		價值	
Deductible	Oversea Vessels	自負額	海船
or as per schedule attached		或另紙附表	