

中原农业保险股份有限公司
伦敦保险协会散装油保险条款
注册号：H00019531612016120549511
承保危险

（风险条款）

1. 本保险承保下列危险，但以下第 4、5、6、7 条除外：
 - 1.1 保险标的物的毁损或污染合理归因于：
 - 1.1.1 火灾或爆炸；
 - 1.1.2 船舶或驳船搁浅、触礁、沉没或倾覆；
 - 1.1.3 船舶、驳船或运输工具与除水以外的任何外界物体碰撞或接触；
 - 1.1.4 在遇难港卸货；
 - 1.1.5 地震、火山爆发或闪电。
 - 1.2 由于下列原因所致使保险标的物的毁损或污染：
 - 1.2.1 共同海损牺牲；
 - 1.2.2 抛弃；
 - 1.2.3 在装货、转运或卸货过程中从连接管道的渗漏；
 - 1.2.4 船长或船员在抽吸货物、压舱沙袋或燃油方面的疏忽。
 - 1.3 由于天气影响所致使保险标的物的污染。

（共同海损条款）

2. 本保险承保因避免保险事故所致损失的共同海损及救助费用，但以下第 4、5、6 及 7 条及其它除外事项则不包括在内，关于其理算及认定应依据运送契约及适用的法律与惯例。

（“双方有责碰撞”条款）

3. 本保险另对被保险人在运送契约内“双方过失碰撞条款”所负的责任，按照保单应付的比例额予以赔偿，倘船舶所有人依据该条款要求赔偿时，被保险人应即通知保险人，后者得自费为被保险人就该赔偿要求提出抗辩。

除外事项

4. 本保险无论如何不承保下列事宜：
 - 4.1 因被保险人的故意不当行为所致之损失或费用。
 - 4.2 保险标的物之正常漏损、重量或容量的正常减少或自然耗损。
 - 4.3 因保险标的物之固有瑕疵或本质所致使的毁损、灭失或费用。
 - 4.4 直接因迟延所致使的毁损、灭失或费用，即使此项迟延是因承保危险所致使（但上述第 2 条可支付的费用则不在此限）。
 - 4.5 因船舶所有人、经理人、租船人或营运人的无力偿债或经济困境所引起的毁损、灭失或费用。

4.6 因使用核子分裂、融合、其他类似反应或放射能一放射性物质之武器所致使的毁损、灭失或费用。

5. 5.1 本保险无论如何不承保下列事项所致使的毁损、灭失或费用：

船舶或驳船不适航。

船舶、驳船、运输工具、货柜或货箱不适合保险标的物安全装运。

但上述不适航、不适运以被保险人或其受雇人在保险标的物装船时已知情为限。

5.2 保险人放弃违反船舶适航及适运保险标的物至目的地的任何默许的保证，但被保险人或其受雇人对于此项不适航或不适运已知情者不在此限。

6. 本保险无论如何不承保下列事项所致使的毁损、灭失或费用：

6.1 战争、内战、革命、叛乱、颠覆或因而引起的内乱，或来自/对抗交战国的敌对行为。

6.2 捕获、扣押、拘捕、监禁或拘留（海盗除外）和此种行为引起的后果或进行此种行为的企图。

6.3 遗弃的水雷、鱼雷、炸弹或其他武器。

7. 本保险无论如何不承保下列事项所致使的毁损、灭失或费用：

7.1 由于罢工工人、停工工人或参与劳工骚扰、暴动或内乱的人所致者。

7.2 由于罢工、停工、劳工骚扰、暴动或内乱所致者。

7.3 由于任何恐怖份子或因政治动机的行为所致者。

保险期间

8. 8.1 本保险责任始于保险标的物在载明的地点为装船而离开油罐开始运送之时，在通常运送过程中连续并终止于：

8.1.1 保险标的物进入油罐卸到所载明的目的地的储存处所或屯船；

或

8.1.2 船舶抵达载明的目的地后满 30 天，以最先发生的为准。

8.2 如被保险货物于最终卸货港卸下完毕后，而本保险尚未终止时，欲再运往本保险单所载明以外的其他目的地时，除非保险人立即接获通知，并另行同意继续承保，否则，本保险的效力除仍受前述保险终止约定的限制，应于该货物开始再运往其他目的地时终止。

8.3 若保险人立即接获通知并于必要时加收保险费，本保险对于非由被保险人所能控制的迟延、偏航、被迫卸货、重运或转船，以及其他在航程中非由被保险人所能控制的危险变更的期间内继续有效（但仍受上述第 8.1 及 8.2 条终止约定，及以下第 9 条的限制）。

（运输合同终止条款）

9. 在被保险人无法控制的情况下，运送契约在原订目的港以外的港口或地点终止，或因其他缘故在货物未能如前述第 8 条的约定交货前，该运送已告终止时，则本保险亦同时终止，除非保险人立即接获通知并要求继续保险效力，并于必要时回收保险费，则本保险仍然有效，并于下述的其一情况下为止。

9.1 货物已在该港或该地出售并交付，又如无其他特别的约定，则以被保险货物到达该港或该地届满 30 天，二者以最先发生的情况为准。

9.2 如货物在上述 30 天内（或任何协议约定的期间内）运往本保险所订的目的地或其他目的地时，本保险的效力依上述第 8 条的约定终止。

10. 本保险生效后，如被保险人变更目的地，应立即通知保险人，使本保险继续有效，但须另行洽定保险费和条件。

理赔

（保险利益条款）

11. 11.1 被保险人在损害发生时，须对被保险标的物具有保险利益，始能要求保险赔偿。

11.2 依上述 11.1 的约定，被保险人对保险期间内所发生被保物的损失，有权利要求赔偿，即使损失发生于保险契约签订之前，但被保险人知道损害已经发生而保险人不知情，则不在此限。

12. 由于本保险所承保危险的发生，致使被保险运输在本保单所载明以外的港口或地点终止时，被保险人因卸货、储存及转运保险标的物至保险单所载明目的地，其所支出的适当而合理的一切额外费用，保险人同意予以补偿。

本条款不适用于共同海损或救助费用，除仍须受上述第 4、5、6 及 7 条除外约定的限制外，并且不包括因被保险人或其受雇人的过失、疏忽、无力清偿或经济困境所引起的费用。

13. 除非保险标的物的实际全损显已无法避免，或其回复、整修及运还原承保目的地的费用，势将超过其抵达后的价值，被保险人不得以推定全损请求赔偿。

14. 14.1 若被保险人对本保险的货物投保增加保险价值时，该货物的协议价值应视同承保货物保险总价值与增加保险价值之和，而本保险之责任则按其保险金额占上述保险总金额之比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额证明。

14.2 本保险为增值保险时，必须适用下列条款：

被保险人投保同一损害危险的增值保险，该货物的协议价值应视为原保险与全部增值保险二者金额的总和，而本保险的责任则按其保险金额占上述保险总金额的比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额证明。

15. 根据本保险可获赔偿的渗漏或缺少的索赔，应按下述规定理算：

15.1 赔偿额为，将离开油罐装船的总的油的容积与运送结束时卸到油罐中的总的油的容积相比较，所损失的油的容积的那部分保险价值，但如果买卖合同是基于重量而非容积，则应以重量为基础确定赔偿额。

本条款中的“总容积”是指不扣除沉积物和水份以及游离水份的总容积，除非被保险人能证明由于本保险承保的风险作用的结果，在被保运送过程中，水份已异常增加。

15.2 在根据上述第 15.1 条计算时，应进行调整，以尽量减少温度变化引起的容积变化和在确定重量时由于使用不一致的程序引起的重量的明显变化。

15.3 如果本保险规定渗漏或缺少的索赔须超过一定的额度，该额度应包括重量或容积的通常损失，但不包括温度变化或扣除水份引起的损失。如果没有此种规定，根据上述 15.1 及 15.2 条可得到的赔偿额，须受前述第 4.2 条除外的通常损失的限制。

保险的利益

16. 本保险不使承运人或其他保管人受益。

损失的减轻

17. 被保险人及其受雇人及代理人对保险的可赔损失，应尽下列义务：

17.1 应采取避免或减轻上述损失的适当措施；

及

17.2 一切对抗运送人、受托人或其他第三者的权利应予适当保留及行使。保险人同意除本保险可得任何损失赔偿外，对于被保险人为履行上述义务所作适当、合理支出的一切费用另予补偿。

18. 被保险人或保险人为救助、保护或回复保险标的物所采取的措施，不得视为对委付的放弃，或为损害任何一方当事人的权益。

迟延之避免

19. 被保险人在其所能控制的一切情况下应作合理而迅速的处理，此为本保险的必要条件。

法律及惯例

20. 本保险以英国法律及惯例为依据。

注意：当被保险人知悉本保险为“暂予投保”的情况发生时，应立即通知保险人。而此保险的权利，则依据被保险人对上述通知义务的履行。

ZHONGYUAN AGRICULTURAL INSURANCE CO.,LTD.

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE BULK OIL CLAUSES

RISRS COVERED

Risks Clause

1. This insurance covers, except as provided in clauses 4,5,6 and 7 below,

1.1 loss of or contamination of the subjected-matter insured reasonably attributable to

1.1.1 fire of explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 collision or contact of vessel or craft with any external object other than water

1.1.4 discharge of cargo at a port or place of distress

1.1.5 earthquake volcanic eruption or lightning,

1.2 loss of or contamination of the subjected-matter insured caused by

1.2.1 general average sacrifice

1.2.2 jettison

1.2.3 leakage from connecting pipelines in loading transshipment or discharge

1.2.4 negligence of Master Officers or Crew in pumping cargo ballast or fuel,

1.3 contamination of the subject-matter insured resulting from stress of weather.

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.

“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.

EXCLUSIONS

General Exclusions Clause

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to willful 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 inherent vice or nature of the subject-matter insured

4.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (expect expenses payable under Clause 2 above)

4.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.6 loss damage or expense arising from the use of any weapon of war employing at atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Unseaworthiness and Unfitness Exclusion Clause

5.

5.1 In no case shall this insurance cover loss damage or expense arising unseaworthiness of vessel 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, at the time the subject-matter insured is loaded therein.

5.2 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.

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, lock-outs, 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 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

8.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein,

or

8.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein, whichever shall first occur.

8.2 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 8.1 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.

8.3 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 8.1 or 8.2 above and subject to the 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 other variation of the adventure provided such other variation is beyond the control of the Assured.

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 terminated otherwise than as provided 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 were 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

9.2 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 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.

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 port or 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 Clause 4, 5, 6 and 7 above, and shall not include charges raising 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 Insurance covering the loss, the 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:

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

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

15.1 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 15.1 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.

15.2 Adjustment shall be made to the calculation under 15.1 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.

15.3 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 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.

Benefit of Insurance

Not to Insure Clause

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

Minimising Losses

Duty of Assured Clause

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

hereunder

17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

17.2 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.

Waiver Clause

18. 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

Reasonable Despatch Clause

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

Law and Practice

English Law and Practice Clause

20. This insurance is subject to English law and practice.

<p>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.</p>
