

中原农险海洋运输散装桐油保险条款

注册号：H00019531612016120549441

一、责任范围

本保险负责赔偿：

（一）不论任何原因所致被保险桐油的短少、渗漏超过本保险单规定的免赔率（以每个油仓作为计算单位）的损失；

（二）不论任何原因所致被保险桐油的沾污或变质损失；

（三）被保险人对遭受承保责任内危险的桐油采取抢救、防止或减少货损的措施而支付的合理费用，但以不超过该批被救桐油的保险金额为限；

（四）共同海损的牺牲、分摊和救助费用；

（五）运输契约订有“船舶互撞责任”条款，根据该条款规定应由货方偿还船方的损失。

二、除外责任

本保险对下列损失，不负赔偿责任：

（一）被保险人的故意行为或过失所造成的损失；

（二）属于发货人责任所引起的损失；

（三）在保险责任开始前，被保险桐油已存在的品质不良或数量短差所造成的损失；

（四）被保险桐油的市价跌落或运输延迟所引起的损失或费用；

（五）本公司海洋运输货物战争险和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起讫

（一）本保险责任自被保险桐油运离保险单所载明的起运港的岸上油库或盛装容器开始运输时生效，在整个运输过程中，包括油管唧油，继续有效，直至安全交至保险单所载明的目的地的岸上油库时为止。但如桐油不及时卸离海轮或未交至岸上油库，则最长保险期限以海轮到达目的港后十五天为限。

（二）由于被保险人无法控制的运输延迟、绕道、被迫卸货、重行装载、转载或承运人运用运输契约赋予的权限所作的任何航海上的变更或终止运输契约，致使被保险桐油运到非保险单所载明目的港时，在被保险人及时将获知的情况通知保险人，并在必要时加缴保险费的情况下，本保险仍继续有效。保险责任按下列规定终止：

1. 被保险桐油应在到达该项港口十五天内卸离海轮，在卸离海轮后满十五天责任终止。如在前述期限内货物在该地出售，则在交货时终止；

2. 被保险桐油如在上述十五天内继续运往保险单所载原目的地或其他目的地时，保险责任仍按上述第（一）款的规定终止。

四、特别约定

（一）被保险人在起运港必须取得下列检验证书，如不按照执行，则本保险不负桐油品质上的损失：

1. 船上油仓在装油前必须清洁并经在场的商品检验局代表检验出具合格的证书；

2. 桐油装船后的容量或重量和温度必须由商品检验局详细检验并出具证书，装船重量即作为本保险负责的装运量；

3. 装船桐油的品质还须由商品检验局抽样化验并出具合格证书，证明在装运时确无沾污、变质或“培他”（桐油损失专门名词）迹象。

（二）如遇本条款第三条第（二）款必须卸货的情况时，在卸货前须进行品质鉴定并取得证书，对接受所卸桐油的油驳、岸上油库及其他容器以及重新装载桐油的船舶油轮均须申请当地合格检验人进行检验，并取得证书；

（三）被保险桐油在运抵本保险单所载目的港后，被保险人必须在卸货前通知本保险单所指定的检验、理赔代理人，由他指定的检验人进行检验，确定卸货时油仓中的温度、容量、重量或量尺，并应由代理人指定的合格化验师一次或数次抽样化验，出具确定当时品质状况的证书。如到货后由油驳驳运，则油驳在装油前须经检验人检验出证。

五、被保险人的义务

被保险人应按照以下规定的应尽义务办理有关事项。

（一）当被保险桐油运抵保险单所载目的港以后，被保险人应及时提货，发现被保险桐油遭受任何损失，应即向保险单上所载明的检验、理赔代理人申请检验。如发现被保险桐油的短少和损失是由于承运人、受托人或其他有关方面的责任所造成，应以书面方式向他们提出索赔，必要时还须取得延长时效的认证；**如未履行上述规定义务，保险人对有关损失不负赔偿责任。**

（二）对遭受承保责任内危险的桐油，应采取合理的抢救措施，防止或减少桐油损失。被保险人采取此项措施，不应视为放弃委付的表示，保险人采取此项措施，也不得视为接受委付的表示；**对由于被保险人未履行上述义务造成的扩大的损失，保险人不负赔偿责任。**

（三）如遇航程变更或发现保险单所载明的货物、船名或航程有遗漏或错误时，被保险人应在获悉后立即通知保险人，并在必要时加缴保险费，本保险才继续有效；

（四）在向保险人索赔时，必须提供下列单证：

保险单正本、提单、发票、货损货差证明、检验报告、索赔清单以及上述第四条第（一）至第（三）款所列的各项检验证书。如涉及第三者责任还须提供向责任方追偿的有关函电及其他必要单证或文件；

被保险人未履行前款约定的单证提供义务，导致保险人无法核实损失情况的，保险人对无法核实的不负承担赔偿责任。

（五）在获悉有关运输契约中“船舶互撞责任”条款的实际责任后，应及时通知保险人，否则保险人对有关损失不负赔偿责任。

六、赔款的处理

（一）如被保险桐油经检验和化验证明已发生短少或损失时，必须同装船时的检验和化验报告相比较，估定损失数额。如发生全损，以上述第四条第（一）款第2项规定的装运量作为计算的标准；

（二）如根据化验报告中的鉴定被保险桐油品质上有变异时，本保险按实际所需的提炼费用（包括提炼后的短量、贬值、运输、人工、存仓、保险等各项费用）减去通常所需的提炼费用后的差额赔付；

（三）一切检验和化验费用均由被保险人负担，但为了决定赔款数额而支付的必要检验和化验费用，可由保险人负担；

（四）本保险索赔时效，从被保险货物在最后卸载港全部卸离海轮后起计算，最多不超过二年。

ZHONGYUAN AGRICULTURAL INSURANCE CO.,LTD.

OCEAN MARINE INSURANCE CLAUSES

(WOODOIL BULK)

I. Scope of Cover

This insurance covers:

1. Loss or damage arising from shortage or leakage howsoever caused, in excess of the deductibles stipulated in the Policy (Each tank to be deemed a separate insurance);
2. Loss or damage arising from contamination and/or isomerization howsoever caused;
3. Reasonable cost incurred by the Insured in salvaging the woodoil or averting or minimizing a loss recoverable under the Policy provided that such cost shall not exceed the sum insured of the goods so saved;
4. Sacrifice in and contribution to General Average and Salvage Charges;
5. Such proportion of losses sustained by the ship owners as is to be reimbursed by the cargo owners under the contract of affreightment "Both to Blame Collision" clauses.

II. Exclusions

This insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured;
2. Loss or damage falling under the liability of the consignor;
3. Loss or damage arising from the inferior quality or shortage of the insured woodoil prior to the attachment of this insurance;
4. Loss or damage arising from loss of market and/or delay in transit and any expenses arising therefrom;
5. Risks and liabilities covered and excluded by the Ocean Marine Cargo War Risks and Strikes, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

1. This insurance attaches from the time the insured woodoil hereby leave the shore tanks or containers at the place of shipment named in the Policy for the commencement of the transit and continues in force during the ordinary course of the transit including pumping through pipe lines until the insured woodoil are safely delivered to shore tanks at the destination named in the policy. In case the woodoil insured hereby is not discharged from the seagoing vessel or delivered to shore tanks, the longest duration of this insurance shall be limited to fifteen (15) days after the arrival of the seagoing vessel at the port of destination.

2. Where the insured woodoil hereby is forwarded to a port or place other than the destination named in the Policy in consequence of delay in transit, deviation, forced discharge, reshipment or transshipment or change of voyage or termination of contract of affreightment arising from the exercise of a liberty granted to the ship owners thereunder, subject to immediate notice of the circumstances being given to the Company by the Insured and an additional premium being paid, if required, this insurance shall remain in force and shall terminate as hereunder:

(1) The insurance shall terminate upon the expiry of fifteen (15) days after completion of discharge from the seagoing vessel, it being warranted, however, that the insured woodoil shall in any case, be discharged within fifteen (15) days of the ship's arrival at the said port or place. If the goods are sold at such port or place, the insurance shall terminate immediately upon delivery thereof;

(2) If the insured woodoil are forwarded within the said period of fifteen (15) days to the destination named in the Policy or to any other destination, the insurance shall terminate according to (1) above.

IV. Special conditions

1. The Insured must complete the formalities and procure the certificates at the port of shipment as enumerated hereunder, failing which this insurance shall not be liable for any loss arising from the quality of the woodoil:

(1) The tanks of the carrying vessel must be cleaned prior to loading to the satisfaction of the attendant representative of the Commodity Inspection and Testing Bureau and a certificate obtained from the said Bureau;

(2) A thorough check of the gauge, weight and temperature of the woodoil shall be taken by the aforesaid Bureau after loading and a certificate issued. The weight loaded and ascertained by the aforesaid Bureau shall be taken as the quantity shipped;

(3) A certificate to be issued by the aforesaid Bureau upon tests of samples and verifying that the woodoil is completely free from contamination, isomerization or "Beta" condition at the time of loading shall be obtained.

2. In case the goods are discharged under conditions as stated in 2 of clause III hereof, they shall be tested and a certificate obtained certifying the quality thereof prior to discharge. The lighters engaged in the discharge of the woodoil, tanks or other containers ashore, and the lighters and tankers used for reshipment must be inspected by local competent surveyors and their certificate obtained.

3. Upon arrival of the insured woodoil at the destination named in the Policy, the Insured shall, prior to discharge, notify the surveying and claims settling agent named in the Policy for survey by a surveyor to be appointed by them of the temperature, gauge, weight and measurement of the woodoil in the tanks at the time of discharge as well as for chemical test or tests or samples by a competent analyst to be also appointed by them and issued by him of a certificate determining the quality of the woodoil at the time of discharge. Should lighters be employed upon arrival of the goods, they shall be inspected by a competent surveyor prior to loading and a certificate issued by him.

V. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss or damage if and when such failure prejudices the interests of the Company.

1. The Insured shall take delivery of the insured woodoil in good time upon their arrival at the destination named in the Policy. In case of discovery of any loss of or damage to the insured woodoil the Insured shall immediately apply for survey to the surveying and/ or claims settling agent stipulated in the Policy. Should the carrier, bailee or other relevant party or parties be responsible for such loss or damage or shortage, the Insured shall file a claim, in writing, with whomsoever and if necessary obtain confirmation of extension of the time of validity of such claim.

2. The insured shall take reasonable measures immediately in salvaging the woodoil imperiled by an event or events covered under this Policy or preventing or minimizing a loss or damage thereto. The measures so taken by the Insured shall not be deemed as a waiver of abandonment hereunder, nor shall they be deemed as an acceptance of abandonment in the event that such measures are taken by the Company.

3. In case of a change of voyage or any omission or error in the description of the interest, the name of the vessel or voyage, this insurance shall remain in force only upon prompt notice to the Company by the insured when he becomes aware thereof and upon payment of an additional premium, if required.

4. The following documents should accompany any claim made hereunder against the Company:

Original Policy, Bill of Lading, Invoice, Certificate of Loss or Damage and/or Shortlanded Memo, Survey Report, Statement of Claim and various Certificates as stated in 1 to 3 of Clause IV hereinabove. If third party liability is involved, letters and cables relating to recourse against the

responsible party or parties and other relative certificates or documents should also be submitted.

5. Immediate notice should be given to the Company when the cargo owner's actual responsibility under the contract of affreightment "Both to Blame Collision" clause becomes known.

VI. Settlement of Claim

1. If shortage or loss of or damage to the insured woodoil is established following survey and chemical test, it shall be assessed by comparison with the survey and test reports issued at the time of loading. In case of total loss, the quantity shipped as stated in 1.2. of clause IV hereof shall be taken as the basis for assessment.

2. In case of change in quality to the insured woodoil as certified in the test report, the Policy will be liable for the actual cost of refining, including shortage after refining, depreciation, cost of transportation, labour, storage and insurance, after deduction of the refining charges which would have normally been required.

3. All survey and testing fees shall be at the expense of the Insured. However, the necessary survey and testing fees incurred in determining the amount of a claim may be for the Company's account.

4. The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the seagoing vessel at the final port of destination.